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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF ALAMEDA**

12 JOHNATHAN VIGIL and TAMARA
13 CASTEEL, individuals, on behalf of
14 themselves and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

16 Plaintiffs,

17 vs.

18 ALASKA AIRLINES, INC., a Corporation;
19 and DOES 1 through 50, inclusive,

21 Defendants.

CASE NO.: **24CV060637**

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: July 31, 2025

Hearing Time: 2:30 p.m.

[Hearing scheduled by Order dated April 1, 2025]

Reservation ID: A-60637-001

Judge: Hon. Peter Borkon

Dept.: 15

Action Filed: January 19, 2024

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Johnathan Vigil and Tamara Casteel ("Plaintiffs") in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein. This declaration is being submitted in support to the Plaintiffs' motion for final
7 approval of the class settlement, including attorneys' fees, costs and service awards.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, Positive Behavior, See's Candies,
17 Securitas, Okta, Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney
18 Resorts, Pharmaca, Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration,
19 Union Bank, Verizon, Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State
20 Automobile Association. Class Counsel have been approved as experienced class counsel during
21 contested motions in state and federal courts throughout California. It is this level of experience which
22 enabled the firm to undertake the instant matter and to successfully combat the resources of the
23 defendants and their capable and experienced counsel. Class Counsel have participated in every aspect
24 of the settlement discussions and have concluded the settlement is fair, adequate and reasonable and in
25 the best interests of the Class.

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Alaska
2 Airlines, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which is
3 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
4 Gross Settlement Amount to be paid by Defendant is Four Million Five Hundred Thousand Dollars
5 (\$4,500,000). (Agreement at ¶¶ 1.24.) Under the Settlement, the Gross Settlement Amount consists of
6 the following elements: (1) payment of the Individual Class Payments to the Participating Class
7 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
8 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs; and
9 (5) the PAGA Penalties payment which is allocated between the LWDA PAGA Payment and the
10 Individual PAGA Payments. (Agreement at ¶ 1.24.)

11 (b) The Gross Settlement Amount does not include Defendant’s share of employer-side payroll
12 taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to
13 Defendant. (Agreement at ¶ 3.1.)

14 (c) Within 30 days of the Effective Date, Defendant shall deposit the Gross Settlement Amount
15 with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
16 Participating Class Members along with the other Court-approved distributions shall be made by the
17 Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount.
18 (Agreement at ¶ 5.1.)

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
20 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
21 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
22 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
23 Members as their Individual Class Payments. (Agreement at ¶¶ 1.30 and 3.2.) From the Net Settlement
24 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
25 dividing the Net Settlement Amount by the aggregate total number of months worked in which the
26 Participating Class Members were based in California during the Class Period and had a flight assignment
27 or unassigned reserve period (“Class Work Months”), and (b) multiplying that result by the total number
28 of months worked in which the individual Participating Class Member was based in California during

1 the Class Period and had a flight assignment or unassigned reserve period, less applicable withholdings.
2 (Agreement at ¶ 3.2(e).) Class Work Months and PAGA Pay Periods will be based on Defendant's
3 records, however, Class Members will have the right to challenge the number of Class Work Months and
4 PAGA Pay Periods.

5 (e) Class Members may choose to opt-out of the Settlement by following the directions in the
6 Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed
7 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
8 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
9 submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject
10 to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶
11 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the
12 Settlement and/or dispute their Class Work Months and PAGA Work Months. (Agreement at ¶¶ 8.6 and
13 8.7, Ex. A.)

14 (f) A Participating Class Member must cash his or her Individual Class Payment check within
15 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
16 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
17 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
18 requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

19 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
21 administration in an amount not to exceed \$30,350. (Agreement at ¶ 3.2(c).) As set forth in the Snow
22 Decl. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as well
23 as anticipated fees and costs for completion of the settlement administration, are \$27,550.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
27 Litigation Expenses Payment in an amount not to exceed \$45,000. (Agreement at ¶ 3.2(b).) Subject to
28 Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as

1 their Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for
2 attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary
3 support, including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$100,000. (Agreement at ¶¶ 1.37 and 3.2(d).)
7 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
8 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of
9 the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
10 Employees based on the number of months in which the Aggrieved Employee was based in California
11 during the PAGA Period and had a flight assignment or unassigned reserve period, compared to the
12 aggregate total number of months in which all Aggrieved Employees were based in California during the
13 PAGA Period and had a flight assignment or unassigned reserve period ("PAGA Pay Periods").
14 (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served
15 with this motion and the Agreement.

16 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
17 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
18 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 2.) In sum, the Settlement valued
19 at \$4,500,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
20 that liability and class certification in this case were far from certain in light of the defenses asserted by
21 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
22 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
23 reasonable and adequate, and should be finally approved.

24
25 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
26 dated April 1, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
27 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 15,
28 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided

1 each class member with the terms of the Settlement, including notice of the claims at issue and the
2 financial terms of the settlement, including the attorneys' fees, costs, and service awards that were being
3 sought, how individual settlement awards would be calculated, and the specific, estimated payment
4 amount to that individual. See Declaration of Makenna Snow ("Snow Decl.") ¶ 7, Exh. A. In
5 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
6 Preliminary Approval Order. Significantly, there have been no objections and no requests to opt-out.
7 Snow Decl. ¶¶ 11-12. As such, the entire Class (100%) will participate in the Settlement and will be sent
8 a settlement check. Snow Decl. ¶¶ 14-17.

9
10 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
11 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,
12 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were
13 not timely paid earned wages, were not provided reimbursement for required expenses, were not provided
14 accurate itemized wage statements, were not pay all sick wages and the correct rate of pay, and were not
15 paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees,
16 litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other
17 Class Members by virtue of the foregoing claims.

18
19 6. Procedural History of the Litigation

20 (a) On October 2, 2023, Plaintiff Virgil filed with the LWDA and served on Defendant a notice
21 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
22 on behalf of Aggrieved Employees for various Labor Code violations. On January 19, 2024, plaintiff
23 Johnathan Vigil commenced the State Action by filing a representative action complaint against
24 Defendant in the Superior Court of the State of California, County of Alameda alleging a single cause
25 of action for civil penalties pursuant to California Labor Code § 2699, *et seq.* ("State Action"). On May
26 9, 2024, the Court stayed the State Action.

27 (b) On October 3, 2023, Plaintiff filed a class action Complaint against Defendant in the Superior
28 Court of the State of California, County of San Francisco. This class action Complaint asserted claims

1 against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
2 failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3)
3 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to
4 provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
5 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
6 itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees
7 for required expenses in violation of California Labor Code § 2802; and, (8) failure to pay sick wages in
8 violation of California Labor Code §§ 201-203, 233, 246. On November 6, 2023, this class action
9 Complaint was removed to the United States District Court, Northern District of California.

10 (c) As part of the Settlement, On January 2, 2025, Plaintiffs filed a First Amended Class Action
11 and Representative Action Complaint (the “Operative Complaint”) in the State Action adding Tamara
12 Casteel as a named plaintiff and alleging causes of action against Defendant for: (a) Violation of
13 California Business and Professions Code § 17200 et seq.; (b) Failure To Pay Minimum Wages In
14 Violation Of Cal. Lab. Code §§ 204, 218, 218.5, 1182.12, 1194, 1194.1, 1194.2, 1197 & 1197.1, And The
15 Applicable IWC Wage Order; (c) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510,
16 1194, And The Applicable IWC Wage Order; (d) Failure To Provide Required Meal Periods In Violation
17 Of Cal. Lab. Code §§ 226.7, 512, 516, 558 And The Applicable IWC Wage Order; (e) Failure To Provide
18 Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7, 512, 516, 558 And The Applicable IWC
19 Wage Order; (f) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code §§ 226,
20 226.3, 558; (g) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code
21 § 2802, 2804; (h) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§ 201-203, 210, 233,
22 246; (i) Failure to Pay to Pay All Wages Due to Discharged and Quitting Employees In Violation Of Cal.
23 Lab. Code §§ 201-204, 210, 227.3, 558; (j) Failure To Provide Suitable Seating In Violation Of Cal. Lab.
24 Code §§ 1198, 1194.5, California Code of Regulations, Title 8, § 11040, Subdivision 7, And The
25 Applicable IWC Wage Order; and, (k) Civil Penalties Pursuant to Labor Code § 2699, et seq. for
26 violations of Labor Code § 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 233, 246, 510,
27 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, 2802,
28 2804, California Code of Regulations, Title 8, § 11040, Subdivision 5(A)-(B), California Code of

1 Regulations, Title 8, § 11040, Subdivision 7, California Code of Regulations, Title 8, § 11070(14)
2 (Failure to Provide Seating), and the applicable Wage Order(s).

3 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
4 formal and informal discovery, and the production of documents, class data, and other information,
5 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
6 information for mediation obtained by Plaintiffs included: (1) data concerning the Class; (2) a sampling
7 of payroll data covering 9,407 pay periods and time punch data covering 91,961 shifts; (3) Defendant's
8 wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements
9 provided by Defendant. As such, Class Counsel received the data and information for the Class, which
10 was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

11 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
12 The Parties have vigorously litigated the Actions since inception. During the course of litigation, the
13 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
14 engaged in significant research and investigation in connection with the Action. Class Counsel has
15 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
16 to perform an analysis of the data and valuation of the claims.

17 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
18 to mediation, the Parties engaged in the above investigation and the exchange of documents and
19 information in connection with the Action. On August 23, 2024, the Parties participated in an all-day
20 mediation presided over by Hon. James Otero (ret.), a respected jurist and experienced mediator of wage
21 and hour class actions. Following the mediation, each side, represented by its respective counsel, were
22 able to agree to settle the Actions based upon a mediator's proposal which was memorialized in a
23 memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth
24 in the Agreement. At all times, the negotiations were arm's length and contentious.

25 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
26 kind associated with the claims alleged in the Actions and further denies that, for any purpose other than
27 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
28 among other things, that it has complied at all times with Federal law, the applicable California Labor

1 Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class
2 certification is inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant
3 violated California wage and hour laws. Plaintiffs further contend that the Actions are appropriate for
4 class certification on the basis that the claims meet the requisites for class certification. Without
5 admitting that class certification is proper, Defendant has stipulated that the above Class may be certified
6 for settlement purposes only. (Agreement at ¶ 2.10.) The Parties agree that certification for settlement
7 purposes is not an admission that class certification is proper. Further, the Agreement is not admissible
8 in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
9 for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class
10 certification with respect to the Class are satisfied.

11 (h) Class Counsel has conducted an investigation into the facts of the class action. Both formal
12 and informal discovery were obtained, which included the production of hundreds of pages of relevant
13 documents. Class Counsel engaged in a thorough review and analysis of the relevant documents and data
14 with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
15 possessed sufficient information to make an informed judgment regarding the likelihood of success on
16 the merits and the results that could be obtained through further litigation. In addition, Class Counsel
17 previously negotiated settlements with other employers in actions involving nearly identical issues and
18 analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and
19 experience, Class Counsel believe that the Settlement with Defendant on the terms set forth in the
20 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
21 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
22 potential appellate issues.

23 24 7. History of Settlement Discussions

25 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
26 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
27 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
28 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released

1 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel
2 who has previously litigated similar claims against other employers.

3 (b) The Parties attended an arms-length mediation session with Hon. James Otero (Ret.), a
4 respected jurist and experienced mediator of wage and hour class actions, in order to reach this
5 Settlement. In preparation for the mediation, Defendant provided Plaintiffs and Class Counsel with
6 payroll and employment data and other information regarding the Class Members, various internal
7 documents, and other compensation and employment-related materials. Class Counsel analyzed the data
8 with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief
9 to the mediator. Following the all-day mediation session, the Parties agreed to this Settlement based upon
10 a mediator's proposal.

11 (c) From August 2024 to December 2024, the initial settlement agreement and exhibits thereto
12 were finalized and executed. On April 1, 2025, the Court issued its Order granting preliminary approved
13 of the settlement as fair, adequate, and reasonable to the Class.

14 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
15 my judgment as experienced Class Counsel, this Settlement should be finally approved.

16
17 8. The outcome of this case would have been uncertain and fraught with risks.

18 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
19 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
20 applicable Labor laws. Defendant argued that Plaintiffs' claims were barred by federal preemption
21 applicable to the airline industry under the Railway Labor Act, 45 U.S.C. § 151 et seq. Defendant argued
22 that Class Members were properly paid all wages, there was no failure to pay overtime wages, and that
23 such claims were barred by Wage Order 9 as set forth in Cal. Code Regs. Title 8, §11090(1)(E).
24 Defendant contends that its meal and rest period policies fully complied applicable law and the CBA, and
25 that claims under California law were barred by California Labor Code § 512.2. Defendant contends that
26 there was no failure to pay for business expenses because Defendant provided each flight attendant with
27 an "inflight Mobile Device" at no cost, and therefore any cell phone usage was merely convenient and
28 voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the

1 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs’
2 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
3 argues that based on its facially lawful practices, Defendant acted in good faith and without willfulness,
4 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
5 See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) (“[I]f an employer
6 reasonably and in good faith believed it was providing a complete and accurate wage statement in
7 compliance with the requirements of section 226, then it has not knowingly and intentionally failed to
8 comply with the wage statement law.”). If successful, Defendant’s defenses could eliminate or
9 substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be
10 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery
11 by the Class.

12 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
13 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
14 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
15 propriety of class certification, arguing that individual issues precluded class certification. Further, as
16 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
17 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
18 been certified. While other cases have approved class certification in wage and hour claims, class
19 certification in this action was hotly disputed and the maintenance of a certified class through trial was
20 by no means a foregone conclusion.

21 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
22 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
23 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
24 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
25 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
26 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
27 and length of a trial against Defendant through possible appeals which could take at least another two or
28 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,

1 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
2 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
3 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
4 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
5 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
6 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

7 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
8 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
9 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
10 favorably to the value of the claims. Based upon 4,112 Participating Class Members who collectively
11 worked an estimated 357,679 workweeks, the Gross Settlement Amount provides an average value of
12 \$1,094.35 per Class Member and \$12.58 per workweek and after deductions the Net Settlement Amount
13 provides an average recovery of \$682.74 per Class Member and a recovery of \$7.84 per workweek. The
14 calculations to compensate for the amount due for the Class at the time of the mediation were calculated
15 by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,
16 Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the employees.
17 The maximum potential damages were calculated to be \$37,545 for the alleged unpaid wages due to
18 "Block In Time Adjustments" that reduced sit in pay, and the claims for overtime, meal and rest periods,
19 sick pay were determined to have no value because of federal preemption applicable to the airline industry
20 under the Railway Labor Act, 45 U.S.C. § 151 et seq., the CBA addressing these issues, and California
21 Labor Code §§ 204, 512.2, and Wage Order 9-2001. The expense reimbursement claim had negligible
22 value because of Defendant's policy which provided mobile devices to the Class. As to potential
23 penalties, Plaintiffs calculated that potential waiting time penalties were \$2,950,382, and potential
24 maximum wage statement penalties were between \$54,100 and \$7,383,600, depending on the predicate
25 violation giving rise to the penalty.¹ As a result, this action was driven by the potential wage statement

27 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
28 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for

1 penalties under Cal. Labor Code § 226. Defendant vigorously disputed Plaintiffs' calculations and
2 exposure theories. Consequently, the Gross Settlement Amount of \$4,500,000 represents more than the
3 maximum value of the alleged damages, and more than 40% of the combination of the maximum
4 damages and statutory penalties, at the time this Settlement was negotiated.² Importantly, the recent
5 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
6 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
7 penalties, even if wages were owed to the Class. The above maximum calculations should then be
8 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
9 liability on all claims. Given the amount of the Settlement as compared to the potential value of claims
10 in this case and the defenses asserted by Defendant, this Settlement is fair and reasonable.³ Clearly, the
11 goal of this litigation has been met.

12 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
13 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
14 defenses both to liability and to class certification. The maximum and average class member allocation
15 are \$1,627.08 and \$682.75, respectively. *See* Snow Decl. ¶17. Given the complexities of this case, the
16

17 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
18 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
19 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
as to whether and when the wages were due.").

20 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
21 Plaintiffs did not include the PAGA claim was addressed in the Motion for Preliminary Approval at ¶33
of the Declaration of Nordrehaug.

22 ³ *See Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
26 *Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
a class settlement which represented "roughly one-sixth of the potential recovery".) *See also Vicer v.*
27 *Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
28 Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
2 adequate, and should be finally approved.

3 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
4 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
5 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
6 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
7 Plaintiffs' case and the risk of establishing class wide liability and damages.

8
9 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

10 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should**
11 **Be Enforced**

12 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
13 fund settlement to be paid by Defendant to the Class in the amount of Four Million Five Hundred
14 Thousand Dollars (\$4,500,000) (Agreement at ¶¶ 1.24 and 3.1.) As part of the settlement, the parties
15 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
16 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
17 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
18 Amount.

19 (b) In the class action context, that means "attempting to award the fee that informed private
20 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
21 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
22 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
23 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
24 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
25 value of the award requested.

26 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
27 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
28 counsel for each of the parties as part of the Settlement.

1
2 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
3 Created for the Benefit of the Class

4 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
5 of the Gross Settlement Amount of \$4,500,000 which equals \$1,500,000 for attorneys' fees. As part of
6 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
7 incurred as per Class Counsel's billing statement in an amount not to exceed \$45,000. Finally, Defendant
8 also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the amount of
9 \$10,000 each, as their service awards under the Agreement.

10 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
11 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
12 to enforce substantive provisions of employment law through class actions. Therefore, attorneys providing
13 these substantial benefits should be paid an award equal to the amount negotiated in private bargaining
14 that takes place in the legal market place.

15 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
16 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
17 with his fee. The attorney working on a contingent basis can only log hours while working without pay
18 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
19 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
20 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
21 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
22 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for
23 over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware
24 of other similar cases where the court dismissed the class allegations or denied class certification. Under
25 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

26 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
27 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
28 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the

1 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
2 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
3 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
4 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
5 multiplier approved in other cases.

6 (e) At the time this case was brought, the result was far from certain as discussed above at
7 paragraphs 8(a) and 8(b).

8 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
9 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
10 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
11 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
12 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
13 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
14 to invest substantial time and resources in investigation, litigation, the determination of potential damages
15 and communicating with and responding to opposing counsel's and class members' requests and
16 inquiries.

17 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
18 compensable hourly work on other cases to devote the necessary time and resources to this contingent
19 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
20 fee work in this case which could potentially have paid nothing.

21 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
22 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
23 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
24 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
25 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
26 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
27 Counsel advanced more than \$31,000 in costs which could not have been recovered if this case had been
28 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,

1 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
2 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
3 Plaintiffs also support the requested awards.

4 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
5 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
6 one-third equal to \$1,500,000 is also established by reference to Class Counsel's lodestar in this matter.
7 **The contemporaneous billing records for Class Counsel evidence that through July 7, 2025, Class**
8 **Counsel's total lodestar is \$474,171.17, with significant additional fees still to be incurred to**
9 **complete final approval and the settlement process.** The requested fee award is therefore currently
10 equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of less than 3.2, and
11 there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage
12 the settlement distribution and reports. Such a multiplier cross-check is within the range of multipliers
13 approved in other cases such as *Laffitte and Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir.
14 2002).⁴ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
15 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
16 this Court may conclude that the requested award is fair and reasonable and is justified under California
17 law.

18 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
19 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
20 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
21 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
22 Counsel has prosecuted this case on a contingency basis for nearly two years. Indeed, if counsel is not

24 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051(3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
28 *Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*
v. Netflix, Inc., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved
range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26
multiplier).

1 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
2 discouraged from prosecuting similar cases.

3 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
4 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
5 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
6 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
7 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
8 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
9 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
10 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
11 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
12 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
13 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
14 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
15 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
16 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
17 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
18 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
19 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
20 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
21 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
22 Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
23 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
24 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
25 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
26 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
27 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
28 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-

1 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
2 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
3 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
4 settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior
5 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
6 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
7 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
8 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
9 Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage
10 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
11 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
12 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
13 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
14 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
15 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
16 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
17 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
18 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo
19 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
20 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra
21 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee
22 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
23 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
24 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
25 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
26 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
27 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
28 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara

1 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
2 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
3 reasonable in light of the fees that have been awarded in other similar cases.

4 12. **The contemporaneous billing records for Class Counsel evidence that through July**
5 **7, 2025, Class Counsel’s total lodestar is \$476,171.17, with significant additional fees still to be**
6 **incurred to complete final approval and the settlement process.** From August 28, 2023 to July 7,
7 2025, my firm worked on this matter for over 630 hours, with hourly rates for attorneys ranging from
8 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$476,171.17. The
9 requested fee award is therefore currently equivalent to Class Counsel’s total lodestar with a reasonable
10 multiplier cross-check of less than 3.2, and there will be additional lodestar incurred by Class Counsel to
11 complete the settlement process and manage the settlement distribution and reports. A detailed
12 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
13 Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included
14 in this lodestar amount, including finalizing the final approval motion, attending the hearing on final
15 approval, and monitoring completion of the settlement process. I expect this additional work will result
16 in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
17 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
18 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
19 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
20 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates
21 have been approved by Court’s throughout California, including the Courts in the Superior Court of
22 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
23 Counsel’s “rates generally appear reasonable and ‘in line with those prevailing in the [relevant]
24 community’—the Central District of California”. Finally, the reasonableness of Class Counsel’s hourly
25 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
26 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
27 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
28 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate

1 billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District
2 of California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable
3 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
4 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
5 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
6 Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
7 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755
8 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than
9 these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a
10 percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which
11 will be even less by the completion of the settlement. This is comparable to the multipliers approved in
12 other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

13 14 Litigation Expenses

15 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
16 Counsel Litigation Expenses Payment of not more than \$45,000.” Class Counsel requests reimbursement
17 for incurred litigation expenses and costs in the amount of \$31,501.10. Class Counsel have incurred
18 litigation expenses totaling \$31,501.10 based upon counsel’s billing records. These litigation expenses
19 include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting),
20 and attorney service charges (Knox, OneLegal), all of which are costs normally billed to and paid by the
21 client.⁵ The details of the litigation expenses incurred are set forth in my firm’s billing statement for this
22 mater, a true and correct copy of which is attached hereto as Exhibit #3. These costs were reasonably
23 incurred in the prosecution of the Action.

24
25
26 ⁵ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 Service Award

2 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
3 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
4 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
5 payment and there have been no objections to the requested service award. The Plaintiffs' declarations
6 in support of this request are attached hereto as Exhibits #5 and #6. As the sole representatives of the
7 Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
8 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
9 searching for documents, working with counsel, and reviewing the settlement documentation. As set
10 forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the Settlement,
11 far beyond the class release. The Plaintiffs' declarations detail the involvement, stress and risks he
12 undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
13 liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
14 future employers for having filed a class action on behalf of employees. Without the Plaintiffs'
15 participation, cooperation and information, no other employees would be receiving any benefit. The
16 payment of service awards to successful class representatives is appropriate and the amount of \$10,000
17 is well within the currently awarded range for similar settlements. The requested award is also reasonable
18 by reference to the amounts that other California courts have found to be reasonable in wage and hour
19 class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11
20 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds*
21 *v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for
22 \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018)
23 (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
24 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
25 overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698
26 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303
27 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class
28 claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at

1 *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v.*
2 *Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7,
3 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP
4 (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential*
5 *Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding
6 \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los
7 Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness*
8 *Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
9 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
10 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
11 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
12 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los
13 Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal*
14 *Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding
15 \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los
16 Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut*
17 *Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000
18 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
19 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation
20 for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County
21 Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*,
22 Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service
23 award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
24 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case
25 No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement
26 award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County
27 Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health*
28 *Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000

1 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court
2 (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No.
3 EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v.*
4 *Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6,
5 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx
6 (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case
7 No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
8 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
9 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP
10 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon*
11 *Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr.
12 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court
13 Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
14 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
15 (awarding \$10,000 service award).

16 15. The requested service award is also reasonable in light of the reputational risk that
17 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
18 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
19 searchable on the internet and may become known to prospective employers when evaluating" him for
20 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
21 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
22 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
23 exists that allows employers to run extensive background searches on potential employees. Companies
24 who provide these services specifically highlight the fact that their services allows employers to weed out
25 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
26 a prospective employee is likely to sue" the employer, through background checks and other means, to
27
28

1 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
2 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
3 employers simply cannot afford to hire employees who will put their company at risk."⁷ PreciseHire also
4 offers employment screening and similarly warns: "with today's business climate being extremely
5 competitive and highly litigious, conducting pre employment background checks has become a
6 necessity."⁸

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$31,501.10, and approval of the requested service award to the Plaintiffs.

10 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
11 The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik
12 De Blouw LLP.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 7^h day of July, 2025, at San Diego, California.

15 /s/ Norman Blumenthal
16 NORMAN B. BLUMENTHAL
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25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

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Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

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Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

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Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. _____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Johnathan Vigil and Tamara Casteel (collectively, “Plaintiffs”) and defendant Alaska Airlines, Inc. (“Alaska” or “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

By way of this Agreement, the Parties seek to settle the following two pending actions: *Johnathan Vigil v. Alaska Airlines, Inc.*, U.S.D.C. N.D. Cal. Case No. 4:23-cv-05701-YGR (the “Federal Action”); and *Johnathan Vigil v. Alaska Airlines, Inc.*, Alameda Sup. Ct. Case No. 24CV060637 (the “State Action”) and to dispose of all allegations raised in Jonathan Vigil’s letter to the California Labor and Workforce Development Agency. The Federal Action and the State Action are collectively referred to as the “Actions.” The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed legal and factual issues and that nothing in this Agreement is an admission of liability or wrongdoing by Defendant.

The Parties will work together to either coordinate or consolidate the Actions, or take other mutually agreed-upon action to bring all of the claims being resolved by this Agreement before one court to consider, and then preliminarily and finally approve of this Agreement. In the interest of efficiency, the Parties intend and agree to seek court approval of the settlement of the Actions before one court and agree to take all necessary steps to add the claims raised in the Federal Action to the State Action pending in Alameda Superior Court and to add Tamara Casteel as a named plaintiff in the State Action. To that end, the Parties have filed a joint stipulation in the Federal Action requesting that the court in that case stay all proceedings in that action pending the resolution of the final settlement approval hearing in the State Action. On September 17, 2024, the Court in the Federal Action entered an Order granting the Parties’ stipulation staying the Federal Action pending final approval of this Agreement through the State Action.

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” means collectively, the State Action and the Federal Action.
- 1.2. “Administrator” means ILYM Group, Inc., 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.

- 1.4. “Aggrieved Employees” means Flight Attendants employed by Alaska Airlines, Inc. and based in the state of California at any time during the PAGA Period.
- 1.5. “Class” means Flight Attendants employed by Alaska Airlines, Inc. and based in the state of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas De Blouw, Andrew Ronan, Christine T. LeVu and Victoria Rivapalacio of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, number of Workweeks, and number of months worked by Class Members when the Class Members were based in California during the Class Period and had a flight assignment or unassigned reserve period; and months worked by Aggrieved Employees when the Aggrieved Employees were based in California during the PAGA Period and had a flight assignment or unassigned reserve period, as applicable.
- 1.9. “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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 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 Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from October 3, 2019 through the earlier of November 21, 2024 or the date the Court grants preliminary approval of the Settlement.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint attached hereto as Exhibit D in the State Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Class Work Months” means the total number of months worked by Participating Class Members when the Participating Class Members were based in California during the Class Period and had flight assignments or unassigned reserve periods.
- 1.17. “Court” means the Superior Court of California, County of Alameda.
- 1.18. “Defendant” means Alaska Airlines, Inc.
- 1.19. “Defense Counsel” means Joshua Dutton, Amanda C. Sommerfeld, Aaron S. Markel, and Koree B. Wooley of Jones Day.
- 1.20. “Effective Date” means the date by when all of the following have occurred: (a) the Court has conducted the Final Settlement Approval Hearing and fully and finally approved all material terms of this Agreement; (b) the Court enters a Final Approval Order granting final approval of the Agreement and timely notice and any other required items have been given to the LWDA; (c) a Judgment has been entered in the State Action, and the time period to appeal the Final Approval Order and Judgment has been exhausted without any appeals having been filed; (d) the Federal Action is dismissed with prejudice as to Vigil and dismissed without prejudice as to everyone else as described in Section 11.6; and (e) to the extent any timely appeal was filed, all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court or the appellate courts have entered a final judgment affirming the Final Approval Order without material modification and the final judgment is no longer subject to any further appellate challenge or procedure.
- 1.21. “Federal Action” means the putative class action lawsuit entitled *Vigil v. Alaska*

Airlines, Inc. which was filed in San Francisco County Superior Court, Case No. CGC-23-609451, and which Alaska subsequently removed to the United States District Court for the Northern District of California, where it remains stayed at Case No. 4:23-cv-05701-YGR.

- 1.22. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.24. “Gross Settlement Amount” means Four Million Five Hundred Thousand Dollars (\$4,500,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer-side payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the following formula: Net Settlement Amount divided by the aggregate total number of months worked by the Participating Class Members when the Participating Class Members were based in California during the Class Period and had a flight assignment or unassigned reserve period (“Class Work Months”), and multiplying that result by the total number of months worked when the individual Participating Class Member was based in California during the Class Period and had a flight assignment or unassigned reserve period, less applicable withholdings. Provided, however, that each Participating Class Member shall receive at least a minimum Individual Class Payment equivalent to the figure paid to those Class Members who had one flight assignment or unassigned reserve period in the Class Period.
- 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the Aggrieved Employees’ 25% of PAGA Penalties (\$25,000) calculated according to the following formula: Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) divided by the total number of months worked by the Aggrieved Employees when the Aggrieved Employees were based in California during the PAGA Period and had a flight assignment or unassigned reserve period (“PAGA Pay Periods”), and multiplying

that result by the total number of months worked when the individual Aggrieved Employee was based in California during the PAGA Period and had a flight assignment or unassigned reserve period. Provided, however, that each Aggrieved Employee shall receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those Aggrieved Employees who had one flight assignment or unassigned reserve period in the PAGA Period.

- 1.27. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “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 Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.31. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.32. “Operative Complaint” means the First Amended Complaint, which stipulation to file shall be filed in the State Action no later than 7 days after the full execution of this Agreement and which adds Tamara Casteel as a class and PAGA representative and adds class claims and PAGA claims that fully encompass the class and PAGA claims alleged in the Federal Action and the State Action, and the claims and allegations in the PAGA Notice and is attached here to as Exhibit D.
- 1.33. “PAGA Pay Periods” means any months worked by the Aggrieved Employees when the Aggrieved Employees were based in California during the PAGA Period and had a flight assignment or unassigned reserve period.
- 1.34. “PAGA Period” means the period of time from October 3, 2022 and the earlier of November 21, 2024 or the date the Court grants preliminary approval of the Settlement.
- 1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.36. “PAGA Notice” means plaintiff Johnathan Vigil’s October 2, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.39. “Parties” means Plaintiffs and Alaska, collectively.
- 1.40. “Plaintiffs” means Johnathan Vigil and Tamara Casteel, the named plaintiffs in the State Action.
- 1.41. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.42. “Released Class Claims” means to fully and finally release and discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action that were alleged or reasonably could have been alleged, based on the facts or theories stated in the Operative Complaint including for failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (California Labor Code §§ 233, 246); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5 and section 7 of the relevant Order of the Industrial Welfare Commission); and unfair competition in violation of California Business and Professions Code section 17200 et seq. that arose

during the Class Period; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims to enforce this Agreement or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

- 1.43. "Released PAGA Claims" means to fully and finally release and discharge the Released Parties from any and all claims under PAGA that were alleged or reasonably could have been alleged based on the facts or theories alleged in the PAGA letter that occurred during the PAGA Period including, but not limited to, claims for: failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (California Labor Code §§ 233, 246); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5 and section 7 of the relevant Order of the Industrial Welfare Commission) that arose on or before the PAGA Period.
- 1.44. "Released Parties" means: Defendant, and its respective former and present parents, subsidiaries, affiliated corporations and entities, successors, insurers, clients, and vendors and independent contractors through which Alaska conducts business, and each of their respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Alaska and all persons or entities acting by, through, under, or in concert with any of them.
- 1.45. "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.

- 1.46. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class 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.
- 1.47. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.48. “State Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Johnathan Vigil et. al v. Alaska Airlines, Inc.*, Case No. 24CV060637, initiated on January 19, 2024 and pending in Superior Court of the State of California, County of Alameda.
- 1.49. “Workweek” means any week worked by a Class Member when the Class Member was based in California during the Class Period and had a flight assignment or unassigned reserve period.

2. RECITALS

- 2.1. On October 2, 2023, plaintiff Johnathan Vigil submitted a PAGA Notice to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 2.2. On October 3, 2023, plaintiff Johnathan Vigil filed a putative class action complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Plaintiff Johnathan Vigil’s putative class action complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
 - (h) Failed to pay sick pay wages in violation of California Labor Code §§ 201-203,

233 and 246.

- 2.3. On November 6, 2023, the Federal Action was removed to the United States District Court, Northern District of California.
- 2.4. On January 19, 2024, plaintiff Johnathan Vigil commenced the State Action by filing a representative action complaint against Defendant in the Superior Court of the State of California, County of Alameda alleging a single cause of action for civil penalties pursuant to California Labor Code § 2699, et seq.
- 2.5. Within seven (7) days of the date of the full execution of this Agreement by the Parties, Plaintiffs will file a joint stipulation requesting that the Court grant leave to file an agreed-upon a First Amended Class Action and Representative Action Complaint (the “Operative Complaint”) in the State Action adding Tamara Casteel as a named plaintiff and alleging causes of action against Defendant for:
- (a) Violation of California Business and Professions Code § 17200 et seq.;
 - (b) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 204, 218, 218.5, 1182.12, 1194, 1194.1, 1194.2, 1197 & 1197.1, And The Applicable IWC Wage Order;
 - (c) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, 1194, And The Applicable IWC Wage Order;
 - (d) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7, 512, 516, 558 And The Applicable IWC Wage Order;
 - (e) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7, 512, 516, 558 And The Applicable IWC Wage Order;
 - (f) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code §§ 226, 226.3, 558;
 - (g) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802, 2804;
 - (h) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§ 201-203, 210, 233, 246;
 - (i) Failure to Pay to Pay All Wages Due to Discharged and Quitting Employees In Violation Of Cal. Lab. Code §§ 201-204, 210, 227.3, 558;
 - (j) Failure To Provide Suitable Seating In Violation Of Cal. Lab. Code §§ 1198, 1194.5, California Code of Regulations, Title 8, § 11040, Subdivision 7, And The Applicable IWC Wage Order; and
 - (k) Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code § 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, 2802, 2804, California Code of Regulations, Title 8, § 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, § 11040, Subdivision 7, California Code of Regulations, Title 8, § 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

- 2.6. The joint stipulation will also provide that, in the event the Court does not grant final approval of the Settlement, the Parties return to status quo as existed prior to the date the Parties signed the Memorandum of Understanding and the operative complaint in each action shall be the initial complaint filed in the State Action and the Third Amended Complaint filed in the Federal Action.
- 2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, denies that class treatment is appropriate on any claim or that the representative action can be appropriately managed, and denies any and all liability for the causes of action alleged.
- 2.8. On August 23, 2024, the Parties participated in an all-day mediation presided over by Hon. James Otero (ret.), a respected mediator of wage and hour representative and class actions. At the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' 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*").
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims asserted in the PAGA Notice and the Actions. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. Defendant has entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason, challenge Plaintiffs ability to maintain a PAGA claim on a representative basis, and reserves all available defenses to the claims in the Actions.
- 2.11. 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 9 below, Defendant promises to pay \$4,500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any employer-side 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 Defendant. Neither the Court nor the Administrator shall have any power to increase the Gross Settlement Amount, except as provided in as set forth in Paragraph 9 below, or depart from the express terms of this Agreement.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' 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 Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 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 add the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,500,000, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 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 Plaintiffs' Counsel arising

from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$30,350 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$30,350, the Administrator will add the remainder to the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.
 - i. The Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) shall be distributed based on the number of months in which the Aggrieved Employee was based in California during the PAGA Period and had a flight assignment or unassigned reserve period, compared to the aggregate total number of months in which all Aggrieved Employees were based in California during the PAGA Period and had a flight assignment or unassigned reserve period. There are no opt-out rights with respect to the PAGA portion of this Settlement. Accordingly, each Aggrieved Employee, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount proportionate to the number of months in which the Aggrieved Employee was based in California during the PAGA Period and had a flight assignment or unassigned reserve period, subject to Court approval.
 - ii. The Individual PAGA Payments are calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the aggregate total number of months in which the Aggrieved Employees were based in California during the PAGA Period and had a flight assignment or unassigned reserve period, and (b) multiplying that result by each Aggrieved Employee's number of months worked in which the Aggrieved Employee was based in California during the PAGA Period and had a flight assignment or unassigned reserve period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Provided, however, that each Aggrieved Employee shall receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those Aggrieved Employees who had one flight assignment or unassigned reserve period in the PAGA Period.

- iii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the aggregate total number of months worked in which the Participating Class Members were based in California during the Class Period and had a flight assignment or unassigned reserve period, and (b) multiplying that result by the total number of months worked in which the individual Participating Class Member was based in California during the Class Period and had a flight assignment or unassigned reserve period, less applicable withholdings. Provided, however, that each Participating Class Member shall receive at least a minimum Individual Class Payment equivalent to the figure paid to those Class Members who had one flight assignment or unassigned reserve period in the Class Period.
- i. Tax Allocation of Individual Class Payments. 20% 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. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions 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. Approval of the tax allocations is not a material term. If the Court approves a different tax allocation of payment, then the other terms of this agreement shall remain in effect.
 - ii. 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.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, as of June 30, 2024, Defendant has represented that the Class consists of 3,879 Class Members who collectively worked a total of 326,000 Workweeks, and 3,114 Aggrieved Employees who worked a total of 40,814 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of

a Microsoft Excel spreadsheet or other workable format. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement, and under no circumstances shall the Administrator provide the Class Data to Class Counsel. Defendant 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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 the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's employer-side payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant 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.
- 5.2. 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 "void date", which is 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 Class 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). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 180 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 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. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Administrator.
- 5.4. 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 California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The Administrator will mail a check to the LWDA for the LWDA PAGA Payment within 14 days after Defendant funds the Gross Settlement Amount.
- 5.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.
- 6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs' Release. In light of Plaintiffs' Class Representative Service Payment, Plaintiffs on their own behalf and on behalf of their respective heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses where they have a controlling ownership interest, shall further execute a general release of any and all claims of any nature, known or unknown, contingent or accrued, against all Released Parties, whether in tort, contract, or equity, including, but not limited to, the Released Claims, and any claims arising out of or relating to any work performed by Johnathan Vigil or Tamara Casteel, respectively, or of their engagement to perform any work ("Plaintiffs' Release"). Plaintiffs' Release will include a reference to Civil Code Section 1542, and will provide that Plaintiffs each agree and represent that they are aware of and familiar with the provisions of California Civil

Code Section 1542, which provides as follows:

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

With full awareness and understanding of the above provisions, each of the Plaintiffs will waive and relinquish any and all rights and benefits that they may have under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect, concerning the claims released herein. Johnathan Vigil and Tamara Casteel understand and agree that this release operates to release all claims to the fullest extent permitted by law. Nothing herein is intended to preserve any claims that are released pursuant to Released Class Claims and Released PAGA Claims except that Plaintiffs' Release does not extend to 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.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge the Released Parties from the Released Class Claims.
- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA 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 the Released PAGA Claims.
- 6.4. Release by Class Counsel. As of the date Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Actions.
- 6.5. Additional Claims. Plaintiffs and the Participating Class Members shall be barred by virtue of res judicata from filing any claims with the California Department of Labor Standards Enforcement or initiating any other proceedings regarding Released Class Claims pursuant to this Agreement.
7. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and, following Defense Counsel's review and approval, file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. As soon as reasonably practicable after November 21, 2024, Defendant will disclose to Class Counsel the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation to file the Operative Complaint no later than 7 days after the full execution of this Agreement. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 40 days after the Operative Complaint is deemed filed, provided, however, that Class Counsel will not file the Motion for Preliminary Approval until the Parties have determined whether the escalator clause in Section 9 of the Agreement has been triggered and, if the escalator clause is triggered, Alaska, through its counsel, informs Class Counsel of its election under Section 9 of the Agreement. Class Counsel shall provide a draft of the Motion for Preliminary Approval to Defense Counsel no later than 25 days after the full execution of this Agreement and Defense Counsel shall return a draft no later than 10 days after receipt of Class Counsel's draft of the Motion for Preliminary Approval; Class Counsel must obtain a prompt hearing date for the Motion for Preliminary Approval that is agreed upon by Defense Counsel and that provides enough time for both Class Counsel and Defense counsel to review drafts of the Motion for Preliminary approval in accordance with the aforementioned timeline; 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.

7.4. 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.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.

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

8.3. 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.

8.4. Notice to Class Members.

(a) No later than five (5) 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, Aggrieved Employees, Class Work Months for all Participating Class Members and PAGA Pay Periods for all Aggrieved Employees. The Administrator shall identify any discrepancies with Defense Counsel within ten (10) business days after receipt of the Class Data and provide estimates of payments within twenty-one (21) business days of receipt of the Class Data.

(b) Using best efforts to perform as soon as possible, and in no event later than twenty-one (21) 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, 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 Class Work Months and PAGA Pay Periods used to calculate these amounts. The Class Notice shall also state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims in the Actions. Before mailing Class

Notices, the Administrator shall update Class Member addresses using the National Change of Address Database.

- (c) Not later than 7 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.
- (d) The deadlines for Class Members' written objections, Challenges to Class Work Months and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline 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.
- (e) If the Administrator, the Parties, Defense Counsel, 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.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (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.
- (b) 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.

- (c) 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 Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) 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 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Number of Months and Pay Periods with a Flight Assignment or Unassigned Reserve Period. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the Class Work Months and PAGA 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 Class Work Months and/or PAGA 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 Class Work Months and PAGA 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 Class Work Months and PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) 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.

- (b) Participating Class Members may send written objections to the Administrator. No group or representative objections are allowed or accepted. To object in writing, a Class Member must submit by mail to the Administrator no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice or fifteen (15) calendar days after a re-mailing of Notice, whichever is later, a signed, original document, entitled "Class Member Objection." There shall be no requirement as to the content of such Class Member Objections, other than as may be established by the California Rules of Court, the California Code of Civil Procedure, orders of the Court, or other applicable law. The date of the postmark on such mailing shall be deemed to be the date of such mailing or, in the absence thereof, three days before it is received by the Administrator. To be effective and deemed a Class Member Objection, a written objection must comply with all these requirements; otherwise it shall be deemed null and void and not constitute a Class Member Objection. If the Court requires it, a Class Member may also object orally at the Final Approval Hearing by appearing in person or by telephone. Class Members may so object either on their own or through an attorney hired at their own expense. Class Members who intend to appear and be heard at the Final Approval Hearing shall be required to state their full name, specific reason(s) for the objection, and if applicable, present any and all evidence in connection with their objections.
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. 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.

- (a) 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. A notice of the Court's Judgment and Final Approval Order will be posted on the Administrator's website for the Class Members and Aggrieved Employees, in compliance with CRC Rule 3.771(b).

- (b) Request 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 7 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).
- (c) Class Work Months and PAGA Pay Periods 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 Class Work Months and PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) 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 Class Work Months and PAGA 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.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are 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.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of 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 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8.9. No Claims Process: No claims process shall be required of Plaintiffs or Class Members in order to participate in the settlement

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in Paragraph 4.1 above. If the actual number of aggregate Workweeks worked by the Class Members in the Class Period estimated in Paragraph 4.1 exceeds this figure by more than 10% (i.e., if there are 32,600 or more additional aggregate Workweeks worked by the Class Members in the Class Period), Defendant shall have the option of either: (a) proportionally increasing the Gross Settlement Amount based on the Workweeks over and above the 10% estimate; or (b) ending the Class Period on a date that will not result in an increase of more than 10% of the Workweeks estimated in the Class Period.

10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% or more of the total of all Class Members, Defendant may in the exercise of its sole discretion, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval, including with respect to the setting of the hearing date.

11.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or fails to enter Judgment or conditions Final Approval or Judgment 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 and enter Judgment. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the State Action, and the Settlement under C.C.P. section 664.6 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.
- 11.4. Waiver of the 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, 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.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, declares or renders void, 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, declare or render void, or modify the Court's award of 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.

11.6. Dismissal of Federal Action. The Parties agree that within five business days after the date the Final Approval Order and Judgment is entered by the Court in the State Action, the Parties shall file a joint stipulation for the dismissal of the Federal Action with prejudice as to Vigil and otherwise without prejudice which is attached hereto as Exhibit E. The Parties agree to take any other necessary steps to dismiss the Federal Action with prejudice as to Vigil and without prejudice as to everyone else, with fees and costs to be borne separately by each party. Class Counsel shall not be entitled to recover any additional fees or costs in the Federal Action, including any fees for undertaking the dismissal described in this paragraph.

12. 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.

13. ADDITIONAL PROVISIONS

13.1. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions 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 not grant Preliminary Approval, Final Approval, or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, contest whether the PAGA claim can be maintained on a representative basis, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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).

13.2. Confidentiality. The Parties and their counsel shall keep confidential all settlement communications regarding the negotiation and drafting of the Memorandum of Understanding ("MOU") and Settlement Agreement. Neither the Parties nor their counsel will issue any press release or other public statement or comment regarding the settlement, other than as necessary to obtain court approval and effectuate the terms of the settlement. Provided, however, that the Court may be notified, if necessary, prior to the filing of the motion for preliminary approval, that "The Parties have settled the case subject to court approval" while not mentioning the terms. The Parties and their counsel further agree that they will not initiate or have any contact with the press, respond to any press inquiry, post on social media or any website, or

have any communication or otherwise communicate with the press about the Actions at any time. Class Counsel will not communicate with other class counsel about this settlement, nor utilize it in any way in their marketing or advertising materials or website. Notwithstanding the above, Class Counsel may communicate with Class Members for purposes of the settlement. Nothing herein shall prohibit any of the parties from disclosing information relating to the MOU and Settlement Agreement as required by law.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.
- 13.4. 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.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.
- 13.6. 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. Further, the Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, subject to Court approval when required. 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.
- 13.7. 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 Parties in this Settlement except as set forth herein, and that they are not on notice of any liens as to the Gross Settlement Amount or any right to attorneys' fees or costs.

- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant 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.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. Res Judicata Effect. It is the Parties' intent that this Settlement and the Court's Judgment shall have res judicata effect precluding Plaintiffs and the Participating Class Members from initiating any other proceedings regarding any of the released claims.
- 13.13. 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.
- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. 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 Defendant 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 rule of court. Not later than 60 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 and a written request is made by Defendant to Class Counsel, Plaintiffs shall destroy all paper and electronic versions of Class Data and other information or documents provided to Class Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement by Defendant or the Administrator and confirm in writing to Defendant that all such documents and data have been destroyed.
- 13.16. 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.

- 13.17. 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.
- 13.18. 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 Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Amanda C. Sommerfeld (SBN 185052)
JONES DAY
555 South Flower Street, Fiftieth Floor
Los Angeles, California 90071
Telephone: (213) 489-3939
Facsimile: (213) 243-2539
Email: asommerfeld@jonesday.com

Aaron S. Markel*
JONES DAY
150 West Jefferson Avenue, Suite 2100
Detroit, Michigan 48226
Office: (313) 230-7929
Email: amarkel@jonesday.com

Koree B. Wooley
JONES DAY
4655 Executive Drive, Suite 1500
San Diego, California 92121
Office: (858) 314-1191
Email: kbwooley@jonesday.com

13.19. Notice of Settlement to Appropriate Government Officials. Pursuant to California Labor Code section 2699(1)(2), Class Counsel shall notify the LWDA of the proposed Settlement at the same time that Class Counsel files the Motion for Preliminary Approval of the Settlement. Class Counsel shall also provide to the LWDA a copy of the Judgment, copies of any other orders that award or deny penalties, and a copy of the Operative Complaint.

13.20. 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.

13.21. 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 from the mediation on August 16, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.22. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13.23. Return to Status Quo if Settlement Not Approved. If the Court does not grant either preliminary or final approval of the settlement, neither the MOU nor any documents prepared or submitted to the Court relating to the MOU shall have any impact on or be used for any purpose in the Actions or any other litigation. In the event the Court denies final approval of the Settlement or an appeal leaves the Settlement unenforceable, the Parties shall be returned to the same positions as existed at the time the MOU was executed.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/04/2024


Johnathan Vigil (Dec 4, 2024 09:24 PST)
Plaintiff Jonathan Virgil

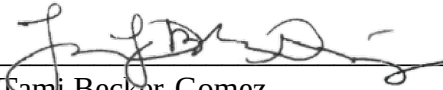
Dated: 12/04/2024



Tamara Nicole Casteel (Dec 4, 2024 12:18 MST)

Plaintiff Tamara Casteel

Dated: 12/16/2024



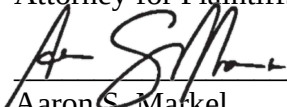
Tami Becker-Gomez
For Defendant Alaska Airlines, Inc.

Dated: 12/4/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 12/5/2024



Aaron S. Markel
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

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

***Vigil v. Alaska Airlines, Inc., Superior Court of the State of California,
County of Alameda, Case No. 24CV060637***

***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.***

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action and PAGA representative action lawsuit (“Action”) against Defendant Alaska Airlines, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Johnathan Vigil and Tamara Casteel (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all Flight Attendants employed by Alaska Airlines, Inc. and based in the state of California at any time during the Class Period (October 3, 2019 through November 21, 2024) (“Class Members”), and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Flight Attendants employed by Alaska Airlines, Inc. and based in the state of California at any time during the PAGA Period (October 3, 2022 through November 21, 2024) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (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 \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> months** during the Class Period (months in which you were based in California and had flight assignments or unassigned reserve periods from October 3, 2019 to November 21, 2024) and **you worked <<_____>> pay periods** during the PAGA Period (months in which you were based in California and had a flight assignment or unassigned reserve period from October 3, 2022 to November 21, 2024). If you believe that you worked more months during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you fit the description for a Class Member and/or Aggrieved Employee as stated above, 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 Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement but not the PAGA Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion to the Administrator by the Response Deadline (see Section 5 of this Notice). If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case. You cannot opt-out of the PAGA portion of the proposed Settlement. If final approval is granted, Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below) whether or not you opt out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class 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 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below). If you are also an

	Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Alameda County Superior Court, in Department 15 before Judge Peter Borkon. This hearing may change as explained below in Section 9. 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 9 of this Notice.
You Can Challenge the Calculation of Your Months Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many months you were based in California during the Class Period and had a flight assignment or unassigned reserve period. The amount of your Individual PAGA Payment (if any) depends on how many months you were based in California during the PAGA Period and had a flight assignment or unassigned reserve period. The number of Class Period months and number of PAGA Period months you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. What is the action about?

Plaintiffs are current employees of Defendant. The Action alleges that Defendant violated California labor laws by failing to pay all wages (including minimum wages, overtime wages, and reporting time wages), failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick wages, failure to provide suitable seating, failure to maintain required records, failure to pay all wages owed at termination, and engaging in unfair competition. Based on the same allegations, Plaintiffs also seek civil penalties under PAGA.

Defendant denies all allegations and contends that it complied with the California Labor Code and all other applicable laws. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

2. What does it mean that the action has settled?

The Court has not ruled on the merits of the claims asserted in the Action. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiffs and Defendant have concluded that it is in their respective best interests and the interests of the Class Members and Aggrieved Employees to settle the Action on the terms summarized in this Notice. This Settlement was reached after the parties participated in a mediation with an experienced, neutral mediator after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the lawsuit. Plaintiffs and Defendant have negotiated a proposed Settlement that is set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) which is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. 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 terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for Individual PAGA Payments and civil penalties to be paid to the California LWDA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 30 days after the Effective Date. The “Effective Date” is fully defined in the Agreement but generally means the date the Judgment is final and no longer subject to appeal, and that a related action filed in federal court has been dismissed. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members and all Individual PAGA Payments to Aggrieved Employees.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion

(“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$30,350, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$45,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the two Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$100,000 relating to Plaintiffs’ claim under PAGA, \$75,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$25,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments based on months in which Aggrieved Employees were based in California and had flight assignments or unassigned reserve periods from October 3, 2019 to November 21, 2024. The Administrator will calculate each Individual PAGA Payment by distributing the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) based on the number of months in which the Aggrieved Employee was based in California during the PAGA Period and had a flight assignment or unassigned reserve period, compared to the aggregate total number of months in which all Aggrieved Employees were based in California during the PAGA Period and had a flight assignment or unassigned reserve period. Provided, however, that each Aggrieved Employee shall receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those Aggrieved Employees who had one flight assignment or unassigned reserve period in the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The PAGA Period is October 3, 2022 through November 21, 2024.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the Individual PAGA

Payments, the civil penalties to be paid to the California LWDA, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the aggregate total number of months worked in which the Participating Class Members were based in California during the Class Period and had a flight assignment or unassigned reserve period, and (b) multiplying that result by the total number of months worked in which the individual Participating Class Member was based in California during the Class Period and had a flight assignment or unassigned reserve period, less applicable withholdings. Provided, however, that each Participating Class Member shall receive at least a minimum Individual Class Payment equivalent to the figure paid to those Class Members who had one flight assignment or unassigned reserve period in the Class Period. The number of months will be based on Defendant’s records; however, Participating Class Members may challenge the number of months as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You will also be automatically be mailed a check for your Individual PAGA Payment regardless of whether you exclude yourself. You do not have to do anything to receive the payments. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest, and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 to enter a Judgment. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks will be paid 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 California Code of Civil Procedure Section 384, subd. (b).

Administrator. The Court has appointed a neutral company, _____ (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 months worked, 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.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge the Released Parties (as defined below) from the Released Class Claims. The "Released Class Claims" are any and all claims, rights, demands, liabilities, and causes of action that were alleged or reasonably could have been alleged, based on the facts or theories stated in the Operative Complaint including for failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (California Labor Code §§ 233, 246); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5 and section 7 of the relevant Order of the Industrial Welfare Commission); and unfair competition in violation of California Business and Professions Code section 17200 et seq. that arose during the Class Period; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims to enforce this Agreement or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA 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 (as defined below) from the Released PAGA Claims. The "Released PAGA Claims" are any and all claims under PAGA that were alleged or reasonably could have been alleged based on the facts or theories alleged in the PAGA letter that occurred during the PAGA Period including, but not limited to, claims for: failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (California Labor Code §§ 233, 246); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5 and section 7 of the relevant Order of the Industrial Welfare Commission) that arose on or before the PAGA Period.

You cannot opt-out of the PAGA portion of the proposed Settlement. This means that after the Court's judgment is final, and Defendant has funded the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees will be barred from asserting the Released PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the facts alleged in the Action and resolved by this Settlement.

Released Parties. The Released Parties are: Defendant, and its respective former and present parents, subsidiaries, affiliated corporations and entities, successors, insurers, clients, and vendors and independent contractors through which Alaska conducts business, and each of their

respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Alaska and all persons or entities acting by, through, under, or in concert with any of them.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the aggregate total number of months worked in which the Participating Class Members were based in California during the Class Period and had a flight assignment or unassigned reserve period, and (b) multiplying that result by the total number of months worked in which the individual Participating Class Member was based in California during the Class Period and had a flight assignment or unassigned reserve period, less applicable withholdings. Provided, however, that each Participating Class Member shall receive at least a minimum Individual Class Payment equivalent to the figure paid to those Class Members who had one flight assignment or unassigned reserve period in the Class Period.

Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by distributing the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) based on the number of months in which the Aggrieved Employee was based in California during the PAGA Period and had a flight assignment or unassigned reserve period, compared to the aggregate total number of months in which all Aggrieved Employees were based in California during the PAGA Period and had a flight assignment or unassigned reserve period. Provided, however, that each Aggrieved Employee shall receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those Aggrieved Employees who had one flight assignment or unassigned reserve period in the PAGA Period.

Defendant's records reflect that you worked <<____>> months in which you were based in California and had flight assignments or unassigned reserve periods from October 3, 2019 to November 21, 2024.

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> months in which you were based in California and had flight assignments or unassigned reserve periods from October 3, 2022 to November 21, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the

Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of months based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges to months worked based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. For Participating Class Members, the Administrator will send a check for your Individual Class Payment and a check for your Individual PAGA Payment to the same address as this Class Notice. For Non-Participating Class Members, the Administrator will send a check for your Individual PAGA Payment to the same address as this Class Notice.

Your check(s) will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payments and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Vigil v. Alaska Airlines, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number, and last four digits of the Class Member's social security number for verification purposes. Please include the name and number of the case, which is *Vigil v. Alaska Airlines, Inc.*, Case No. 24CV060637. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned

will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website for this Settlement at << _____ >> or on the Court's website (<https://portal.alameda.courts.ca.gov/>) and entering the Case No. 24CV060637.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts and legal bases that support your objection. Make sure you identify the Action, *Vigil v. Alaska Airlines, Inc.*, Case No. 24CV060637, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. Your written objection should also indicate whether or not you or your legal representative intend to appear at the Final Approval Hearing. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

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 or legal bases that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <http://www.alameda.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Koree B. Wooley
JONES DAY
4655 Executive Drive, Suite 1500
San Diego, California 92121
E-Mail: kbwooley@jonesday.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 15 of the Superior Court of California, County of Alameda, at 1221 Oak Street, Oakland CA 94612, before Judge Peter Borkon. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - <http://www.alameda.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website for this Settlement at << _____ >>. In addition, hearing dates are posted on the Internet via the eCourt Public Portal for the California Superior Court for the County of Alameda (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. 24CV060637.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Vigil v. Alaska Airlines, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval or other Settlement documents by going to the Administrator's website for this Settlement at

<< >> where these documents will be posted as they are available. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number (24CV060637) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings, including the Clerk's Office at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement. If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JOHNATHAN VIGIL and TAMARA
CASTEEL, individuals, on behalf of
themselves and all persons similarly situated,
and on behalf of the State of California, as
private attorney general,

Plaintiffs,

vs.

ALASKA AIRLINES, INC., a corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24CV060637

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: February 27,
2025
Hearing Time: 2:30 pm

Judge: Hon. Peter Borkon
Dept: 15

Date Filed: January 19, 2024
Trial Date: Not set

This matter came before the Honorable Peter Borkon of the Superior Court of the State of California, in and for the County Alameda, Case No. 24CV060637 (the "Action") on February 27, 2025, for hearing on the unopposed motion by Plaintiffs Johnathan Vigil and Tamara Casteel ("Plaintiffs") for preliminary approval of the Settlement with Defendant Alaska Airlines, Inc.

PRELIMINARY APPROVAL ORDER

1 (“Defendant”). Having reviewed Plaintiffs’ Motion and all supporting papers, including the Class
2 Action and Private Attorneys General Act Settlement and Release Agreement (“Settlement” or
3 “Agreement”), and good cause appearing therefore, IT IS HERBY ORDERED that the Motion is
4 **GRANTED**, subject to the following findings and orders:

5
6
7 1. This Order incorporates by reference the definitions in the Agreement, and all
8 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

9 2. The Gross Settlement Amount that Defendant shall pay is Four Million Five
10 Hundred Thousand Dollars (\$4,500,000). It appears to the Court on a preliminary basis that the
11 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
12 and Aggrieved Employees when balanced against the probable outcome of further litigation and
13 the significant risks relating to certification, liability and damages issues. It further appears that
14 Plaintiffs have conducted extensive investigation and research, and that they were able to
15 reasonably evaluate their positions and the strengths and weaknesses of their claims and their
16 ability to certify them . Plaintiffs have provided the Court with enough information about the
17 nature and magnitude of the claims being settled, as well as the impediments to recovery, to make
18 an independent assessment of the reasonableness of the terms to which the Parties have agreed. It
19 further appears to the Court that the Settlement will avoid substantial additional costs by all
20 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
21 the Action. It further appears that the Settlement has been reached as the result of serious and
22 non-collusive, arm’s-length negotiations.

23 3. The Court preliminarily approves the Class Action and PAGA Settlement
24 Agreement attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in Support of Plaintiffs’
25 Motion for Preliminary Approval of Class Action Settlement, including all the terms and
26 conditions set forth therein and the Gross Settlement Amount and allocation of payments. This is
27 based on the Court’s determination that the Settlement set forth in the Agreement is within the
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1 range of possible final approval, pursuant to the provisions of Section 382 of the California Code
2 of Civil Procedure and California Rules of Court, rule 3.769.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement made available to the Class is “fair, adequate, and
7 reasonable” when balanced against the probable outcome of further litigation and the significant
8 risks relating to certification, liability, and damages issues. *Luckey v. Superior Court*, 228
9 Cal.App.4th 81, 93-94 (2014); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1807 (1996);
10 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). The Settlement was reached
11 through extensive arms-length negotiations, sufficient investigation and discovery allowed Class
12 Counsel to act knowledgeably in reaching the Settlement, and Class Counsel is highly experienced
13 in similar wage-and-hour class litigation. Accordingly, a presumption of fairness exists. *Wershba*
14 *v. Apple Computer, Inc.* 91 Cal.App.4th 224, 244-45 (2001). Preliminary approval of the class
15 action settlement is also appropriate because the proposed non-reversionary settlement fund
16 outlined in the Settlement is fair, adequate, and well within the range of reasonableness. The
17 Court further approves the procedures for distribution of payments to Class Members, as set forth
18 in the Settlement, as fair and reasonable.

19 5. The Agreement specifies for an attorneys’ fees award not to exceed one-third of the
20 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$45,000, and
21 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
22 \$10,000 each. The Court will not approve the amount of attorneys’ fees and costs, nor the amount
23 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
24 evidence supporting these requests, including lodestar, prior to final approval.

25 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
26 representative treatment and certification of a class for settlement purposes only. This stipulation
27 will not be deemed admissible in this or any other proceeding should this Settlement not become
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1 final. For settlement purposes only, the Court provisionally certifies the following Class: “all
2 Flight Attendants employed by Alaska Airlines, Inc. and based in the state of California at any
3 time during the Class Period.” The “Class Period” is October 3, 2019 through November 21,
4 2024.

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

15 8. The Court provisionally appoints, for settlement purposes only, Plaintiffs as the
16 class representatives for the Settlement Class conditionally certified by this Order. The Court
17 provisionally appoints, for settlement purposes only, Norman B. Blumenthal, Kyle R. Nordrehaug,
18 Aparajit Bhowmik, Nicholas De Blouw, Andrew Ronan, Christine T. LeVu and Victoria
19 Rivapalacio of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

20 9. The Agreement provides for PAGA Penalties to be paid from the Gross Settlement
21 Amount in the amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce
22 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
23 paid under this Agreement pursuant to the PAGA and \$25,000 to the Aggrieved Employees as
24 Individual PAGA Payments. “Aggrieved Employees” are all Flight Attendants employed by
25 Alaska Airlines, Inc. and based in the state of California at any time during the PAGA Period
26 (October 3, 2022 through November 21, 2024). Pursuant to Labor Code section 2699, subdivision
27 (l)(2), the LWDA will be provided notice of the Agreement and these settlement terms. The Court
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1 concludes that the relief provided by the Settlement for the Aggrieved Employees' claims is
2 reasonable and is "genuine and meaningful, consistent with the underlying purpose of the statute
3 to benefit the public." *Villalobos v. Calandri Sunrise Farm LP*, 2015 WL 12732709, at *13 (C.D.
4 Cal. July 22, 2015); Labor Code §2699(l).

5 10. The Court hereby approves, as to form and content, the Class Notice attached to the
6 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
7 inform the Class of all material elements of the proposed Settlement, of the Class Members' right
8 to be excluded from the Class by submitting a written opt-out request, and of each member's right
9 and opportunity to object to the Settlement. The Court further finds that the distribution of the
10 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
11 the requirements of due process, is the best notice practicable under the circumstances, and shall
12 constitute due and sufficient notice of the class action, proposed settlement, and the final approval
13 hearing to all persons entitled to such notice, in full compliance with due process and the notice
14 requirements of California Rules of Court 3.766 and 3.769(f). The Court orders the mailing of the
15 Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice
16 Packet is returned because of an incorrect address, the Administrator will promptly search for a
17 more current address for the Class Member and re-mail the Class Notice Packet to any new
18 address for the Class Member no later than seven (7) days after the receipt of the undelivered
19 Class Notice.

20 11. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
21 thirty (30) days after this Order, Defendant will provide the Class Data to the Administrator. The
22 Administrator will perform address updates and verifications as necessary prior to the first
23 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
24 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
25 Class Members via first-class regular U.S. Mail to their last known address.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
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1 from the Class as provided in the Class Notice by following the instructions for requesting
2 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
3 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
4 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
5 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
6 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
7 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
8 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
9 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
10 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
11 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
12 group, class, or subclass of individuals is not permitted and will be deemed invalid.

13 13. Any Class Member who has not opted out may appear at the final approval hearing
14 and may object or express the Class Member’s views regarding the Settlement and may present
15 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
16 and determined by the Court as provided in the Class Notice. Class Members will have until the
17 Response Deadline to submit their written objections to the Administrator. Written objections
18 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
19 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
20 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
21 Hearing to make an oral objection.

22 14. A final approval hearing shall be held before this Court on _____
23 _____ at _____ in Department 15 of the Alameda County Superior Court to hear
24 the motion for final approval and for attorneys’ fees and costs, and to determine all necessary
25 matters concerning the Settlement, including: whether the proposed settlement of the Action on
26 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
27 should be finally approved by the Court; whether the Final Approval Order and Judgment should
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1 be entered herein; whether the plan of allocation contained in the Agreement should be approved
2 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
3 costs, service award, and the fees and expenses of the Administrator. All papers in support of the
4 motion for final approval shall be filed with the Court and served on all counsel no later than
5 sixteen (16) court days before the hearing and both motions shall be heard at this final approval
6 hearing.

7 15. Neither the Settlement nor any exhibit, document, or instrument delivered
8 thereunder shall be construed as a concession or admission by Defendant in any way that the
9 claims asserted have any merit or that this Action was properly brought as a class or representative
10 action, and shall not be used as evidence of, or used against Defendant as, an admission or
11 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
12 omission by Defendant or with respect to the truth of any allegation asserted by any person.
13 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
14 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
15 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
16 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
17 evidence of a presumption, concession, indication or admission by Defendant of any liability,
18 fault, wrongdoing, omission, concession or damage.

19 16. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of before entering into the Agreement,
23 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
24 including all available defenses and affirmative defenses, and arguments that any claim in the
25 Action could not be certified as a class action and/or managed as a representative action. In such
26 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
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1 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
2 the Agreement with respect to the effect of the Agreement if it is not approved.

3 17. The Court reserves the right to adjourn or continue the date of the final approval
4 hearing and all dates provided for in the Agreement without further notice to Class Members and
5 retains jurisdiction to consider all further applications arising out of or connected with the
6 proposed Settlement.

7 **IT IS SO ORDERED.**

8 Dated: _____

9 _____
10 HON. PETER BORKON
11 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JOHNATHAN VIGIL and TAMARA
CASTEEL, individuals, on behalf of
themselves and all persons similarly situated,
and on behalf of the State of California, as
private attorney general,

Plaintiffs,

vs.

ALASKA AIRLINES, INC., a corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24CV060637

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Peter Borkon
Dept: 15

Date Filed: January 19, 2024
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 This matter came before the Honorable Peter Borkon of the Superior Court of the State of
2 California, in and for the County Alameda, Case No. 24CV060637 (the “Action”) on [DATE], for
3 hearing on the unopposed motion of Plaintiffs Johnathan Vigil and Tamara Casteel (“Plaintiffs”)
4 for an order finally approving the Class Action and PAGA Settlement and Release Agreement
5 (“Settlement” or “Agreement”) with Defendant Alaska Airlines, Inc. (“Defendant”). The hearing
6 covered attorneys’ fees and costs, service payments, and the expenses of the Administrator.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Alameda, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Four Million Five Hundred
17 Thousand Dollars (\$4,500,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about _____. The mailing of the Class Notice to their last-known addresses was the
5 best notice practicable under the circumstances and was reasonably calculated to communicate
6 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
7 the Class Members fully and accurately informed the Class Members of all material elements of
8 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
9 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
10 complied fully with the laws of the State of California, the United States Constitution, due process
11 and other applicable law. The Class Notice fairly and adequately described the Settlement and
12 provided Class Members adequate instructions and a variety of means to obtain additional
13 information.

14 7. The Response Deadline for opting out or submitting written objections to the
15 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
16 was an adequate interval between notice and the deadline to permit Class Members to choose what
17 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
18 Members to participate in this hearing, and all Class Members and other persons wishing to be
19 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
20 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness of the Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Hon. James Otero (ret.), a respected and experienced
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1 mediator of wage and hour class actions. There has been no collusion between the Parties in
2 reaching the Settlement.

3 b. Plaintiffs and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for both Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$_____ for attorneys' fees, representing one-third of the
20 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
21 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
22 the results achieved by Class Counsel. The requested awards have been supported by Class
23 Counsel's lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are
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1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 their time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$_____ in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for PAGA Penalties to be paid from the Gross
12 Settlement Amount in the amount of \$100,000, which shall be allocated \$75,000 to the Labor &
13 Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil
14 penalties paid under this Agreement pursuant to the PAGA and \$25,000 to be distributed to the
15 Aggrieved Employees as Individual PAGA Payments and allocated based on the number of
16 months in which the Aggrieved Employee was based in California during the PAGA Period and
17 had a flight assignment or unassigned reserve period, compared to the aggregate total number of
18 months in which all Aggrieved Employees were based in California during the PAGA Period and
19 had a flight assignment or unassigned reserve period. "Aggrieved Employees" are all Flight
20 Attendants employed by Alaska Airlines, Inc. and based in the state of California at any time
21 during the PAGA Period (October 3, 2022 through November 21, 2024). Pursuant to Labor Code
22 section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement and these
23 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
24 to be reasonable.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The Class is certified for the purposes of settlement only. The Class is defined as
2 follows:

3 All Flight Attendants employed by Alaska Airlines, Inc. and based in the state of
4 California at any time during the Class Period (October 3, 2019 through November
5 21, 2024).

6 The allegedly “Aggrieved Employees” under PAGA are defined as follows:

7 All Flight Attendants employed by Alaska Airlines, Inc. and based in the state of
8 California at any time during the PAGA Period (October 3, 2022 through
9 November 21, 2024).

10 16. All persons who meet the foregoing definition are members of the Class, except for
11 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
12 REFERENCE TO IDENTIFY ANY OPT OUTS].

13 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
14 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
15 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
16 Agreement, by transmitting the funds to the Administrator no later than 30 days after the Effective
17 Date.

18 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
19 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
20 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

21 19. The payment of Class Representative Service Payments in the amount of \$_____
22 each to the Plaintiffs is approved.

23 20. The payment of \$_____ to the Administrator for its fees and expenses is
24 approved.

25 21. The PAGA Penalties amount of \$100,000 is approved and is to be distributed in
26 accordance with the Agreement.

27 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
28 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
entry.

1 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
2 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
3 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
4 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
5 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
6 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
7 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
8 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
9 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
10 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
11 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
12 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
13 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
14 Claims and/or Released PAGA Claims.

15 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
17 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
18 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
19 to individual Class Members.

20 25. If the Agreement does not become final and effective in accordance with the terms
21 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
22 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
23 revert to their respective positions as of before entering into the Agreement, and expressly reserve
24 their respective rights regarding the prosecution and defense of this Action, including all available
25 defenses and affirmative defenses, and arguments that any claim in the Action could not be
26 certified as a class action and/or managed as a representative action.

27 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

1 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
2 Plaintiffs, and all members of the Class, shall take nothing in the Action.

3 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 28. Effective on the date when Defendant fully funds the entire Gross Settlement
6 Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class
7 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
8 release claims against all Released Parties as follows:

9 (a) All Participating Class Members, on behalf of themselves, their heirs,
10 spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in
11 which any of them have a controlling ownership interest, shall fully and finally release and
12 discharge the Released Parties from the Released Class Claims. The "Released Class Claims" are
13 any and all claims, rights, demands, liabilities, and causes of action that were alleged or
14 reasonably could have been alleged, based on the facts or theories stated in the Operative
15 Complaint including for failure to timely pay all wages (California Labor Code §§ 201, 202, 203,
16 204, 210, 558); failure to pay all minimum, overtime and reporting time wages, including with
17 respect to the rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 510,
18 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, and applicable sections of the relevant Order of
19 the Industrial Welfare Commission); meal and rest period violations, including with respect to the
20 rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable
21 sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay
22 or properly pay sick time, including with respect to the rate at which it was paid (California Labor
23 Code §§ 233, 246); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and
24 section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested
25 vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab.
26 Code §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code
27 §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage
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1 statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226,
2 1174, 1174.5 and section 7 of the relevant Order of the Industrial Welfare Commission); and
3 unfair competition in violation of California Business and Professions Code section 17200 et seq.
4 that arose during the Class Period; and any damages, penalties, restitution, disgorgement, interest,
5 costs, or attorneys' fees as a result thereof. Except as expressly set forth in the Agreement,
6 Participating Class Members do not release any other claims, including claims to enforce this
7 Agreement or claims that may not be released as a matter of law, including, for example, claims
8 for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the
9 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
10 compensation, or claims based on facts occurring outside of the Class Period.

11 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
12 of themselves and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
14 The "Released PAGA Claims" are any and all claims under PAGA that were alleged or reasonably
15 could have been alleged based on the facts or theories alleged in the PAGA letter that occurred
16 during the PAGA Period including, but not limited to, claims for: failure to timely pay all wages
17 (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to pay all minimum, overtime
18 and reporting time wages, including with respect to the rate at which such wages are paid
19 (California Labor Code §§ 204, 218, 218.5, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197,
20 1197.1, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal
21 and rest period violations, including with respect to the rate at which premiums are paid
22 (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of
23 the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time,
24 including with respect to the rate at which it was paid (California Labor Code §§ 233, 246); failure
25 to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and section 14 of the relevant Order
26 of the Industrial Welfare Commission); failure to pay vested vacation time at termination,
27 including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to
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1 reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the
2 IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226,
3 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5 and section 7 of the
4 relevant Order of the Industrial Welfare Commission) that arose on or before the PAGA Period.

5 (c) Plaintiffs and their respective heirs, spouses, executors, administrators,
6 attorneys, agents, assigns, and any entities or businesses where they have a controlling ownership
7 interest generally, release and discharge Released Parties from the Plaintiffs' Release, as fully set
8 forth in the Agreement.

9 (d) "Released Parties" means: Defendant, and its respective former and present
10 parents, subsidiaries, affiliated corporations and entities, successors, insurers, clients, and vendors
11 and independent contractors through which Alaska conducts business, and each of their respective
12 current, former, and future officers, directors, members, managers, employees, consultants,
13 vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party
14 agents, and any successors, assigns, legal representatives, or any individual or entity which could
15 be jointly liable with Alaska and all persons or entities acting by, through, under, or in concert
16 with any of them.

17 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
18 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
19 Administrator shall transmit the funds represented by such checks to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue"
21 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

22 30. The Court hereby enters judgment in the entire Action as of the filing date of this
23 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
24 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
25 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
26 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

27 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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Dated: _____

HON. PETER BORKON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT D

[OPERATIVE COMPLAINT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

JOHNATHAN VIGIL and TAMARA
CASTEEL, individuals, on behalf of
themselves and all persons similarly situated,
and on behalf of the State of California, as
private attorney general,

Plaintiff,

v.

ALASKA AIRLINES, INC., a corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 24CV060637

**AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 204, 218, 218.5, 1182.12, 1194, 1194.1, 1194.2, 1197 & 1197.1, And The Applicable IWC Wage Order;
3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, 1194, And The Applicable IWC Wage Order;
4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7, 512, 516, 558 And The Applicable IWC Wage Order;
5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7, 512, 516, 558 And The Applicable IWC Wage Order;
6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code §§ 226, 226.3, 558;
7. Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802, 2804;
8. Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§ 201-203, 210, 233, 246;
9. Failure to Pay to Pay All Wages Due to

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Discharged and Quitting Employees In Violation Of Cal. Lab. Code §§ 201-204, 210, 227.3, 558;
10. Failure To Provide Suitable Seating In Violation Of Cal. Lab. Code §§ 1198, 1194.5, California Code of Regulations, Title 8, § 11040, Subdivision 7, And The Applicable IWC Wage Order;
11. Failure To Maintain Records In Violation Of Cal. Lab. Code § 226, 1174, 1174.5, And The Applicable IWC Wage Order; and
12. Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code § 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, 2802, 2804, California Code of Regulations, Title 8, § 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, § 11040, Subdivision 7, California Code of Regulations, Title 8, § 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

DEMAND FOR A JURY TRIAL

1 **INTRODUCTION**

2 Plaintiffs Johnathan Vigil and Tamara Casteel (each a “PLAINTIFF” and, collectively,
3 “PLAINTIFFS”), individuals, on behalf of themselves and all other persons similarly situated,
4 and on behalf of the people of the State of California and as “aggrieved employees” acting as a
5 private attorney general under the Labor Code Private Attorney General Act of 2004, § 2699, *et*
6 *seq.* (“PAGA”), hereby allege as follows:

7 **THE PARTIES**

8 1. Alaska Airlines, Inc. (“DEFENDANT”) is a Corporation that at all relevant times
9 mentioned herein conducted and continues to conduct substantial business in California.

10 2. DEFENDANT owns and operates an airline company.

11 3. PLAINTIFF Johnathan Vigil (“VIGIL”) is a resident and citizen of California and
12 has been employed by DEFENDANT in California since 2011. VIGIL has been at all times
13 classified by DEFENDANT as a flight attendant, paid on an hourly basis, and entitled to the
14 legally required meal and rest periods and payment of minimum and overtime wages due for all
15 time worked.

16 4. PLAINTIFF Tamara Casteel (“CASTEEL”) is a resident and citizen of California
17 and has been employed by DEFENDANT in California since 2008. CASTEEL has been at all
18 times classified by DEFENDANT as a flight attendant, paid on an hourly basis, and entitled to the
19 legally required meal and rest periods and payment of minimum and overtime wages due for all
20 time worked.

21 5. PLAINTIFFS bring this Class Action on behalf of themselves and a California
22 class, defined as Flight Attendants employed by DEFENDANT and based in the state of
23 California (the “CALIFORNIA CLASS”) at any time during the period beginning on October 3,
24 2019 and ending on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”).
25 The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under
26 five million dollars (\$5,000,000.00).

27 6. PLAINTIFFS bring this Class Action on behalf of themselves and a
28 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses

1 incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT’S policy and
2 practice which failed to lawfully compensate these employees. DEFENDANT’S policy and
3 practice alleged herein was an unlawful, unfair and deceptive business practice whereby
4 DEFENDANT retained and continues to retain wages due to PLAINTIFFS and the other
5 members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the
6 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
7 future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS
8 who have been economically injured by DEFENDANT’S past and current unlawful conduct, and
9 all other appropriate legal and equitable relief.

10 7. PLAINTIFFS, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, bring this Representative Action on behalf of the State of California with respect to
13 themselves and all Flight Attendants employed by DEFENDANT and based in the state of
14 California (“AGGRIEVED EMPLOYEES”) during the time period of October 3, 2022 until a
15 date as determined by the Court (the “PAGA PERIOD”).

16 8. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
17 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
18 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
19 DEFENDANT’S violation of California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 226,
20 226.3, 226.7, 227.3, 233, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2,
21 1194.5, 1197, 1197.1, 1198, 2699, 2802, 2804, California Code of Regulations, Title 8, § 11040,
22 Subdivision 5(A)-(B), California Code of Regulations, Title 8, § 11070(14) (Failure to Provide
23 Seating), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFFS and all
24 AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code
25 § 2699, *et seq.*

26 9. The true names and capacities, whether individual, corporate, subsidiary,
27 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
28 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names pursuant

1 to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege
2 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
3 PLAINTIFFS are informed and believe, and based upon that information and belief allege, that
4 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible
5 in some manner for one or more of the events and happenings that proximately caused the injuries
6 and damages hereinafter alleged.

7 10. The agents, servants and/or employees of the Defendants and each of them acting
8 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
9 agent, servant and/or employee of the Defendants, and personally participated in the conduct
10 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
11 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
12 Defendants are jointly and severally liable to PLAINTIFFS, the other members of the
13 CALIFORNIA CLASS, and all the AGGRIEVED EMPLOYEES, for the loss sustained as a
14 proximate result of the conduct of the Defendants' agents, servants and/or employees.

15 **THE CONDUCT**

16 11. Pursuant to the Industrial Welfare Commission ("IWC") Wage Orders,
17 DEFENDANT was required to pay PLAINTIFFS and the CALIFORNIA CLASS Members for
18 all their time worked, meaning the time during which an employee is subject to the control of an
19 employer, including all the time the employee is suffered or permitted to work. DEFENDANT
20 requires PLAINTIFFS and the CALIFORNIA CLASS Members to work without paying them for
21 all the time they are under DEFENDANT'S control. Among other things, DEFENDANT
22 requires PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS'
23 off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments
24 while clocked out for what should have been PLAINTIFFS' off-duty meal break. DEFENDANT,
25 as a matter of established company policy and procedure, administers a uniform practice of
26 rounding the actual time worked and recorded by PLAINTIFFS and the CALIFORNIA CLASS
27 Members always to the benefit of DEFENDANT, so that during the course of their employment,
28 PLAINTIFFS and the CALIFORNIA CLASS Members are paid less than they would have been

1 paid had they been paid for actual recorded time rather than “rounded” time. Additionally,
2 DEFENDANT engages in the practice of requiring PLAINTIFF and CALIFORNIA CLASS
3 Members to perform work off the clock in that DEFENDANT, as a condition of employment,
4 required these employees to submit to mandatory temperature checks and symptom
5 questionnaires for COVID-19 screening prior to clocking into DEFENDANT’S timekeeping
6 system for the workday. DEFENDANT also requires PLAINTIFFS and CALIFORNIA CLASS
7 Members to work without paying them for all the time they are under DEFENDANT’S control.
8 PLAINTIFFS and other CALIFORNIA CLASS Members were required to place bids each month
9 for schedules, which took in upwards of one hour but were not compensated. PLAINTIFFS and
10 other CALIFORNIA CLASS Members were also required to review bulletins and updates prior to
11 arriving for a shift and if the items were not reviewed they would be subject to disciplinary
12 action. DEFENDANT, as a matter of established company policy and procedure, administers a
13 uniform practice of paying PLAINTIFFS and CALIFORNIA CLASS Members only \$2 for time
14 when the plane doors were not closed. DEFENDANT requires PLAINTIFFS and CALIFORNIA
15 CLASS Members to clock in one hour before the flight departs and mandates that PLAINTIFFS
16 and CALIFORNIA CLASS Members arrive to the gate 45 minutes before the flight leaves in
17 order to perform security checks on the emergency equipment, assist with luggage and seating
18 issues, assist those with disabilities, young families or unaccompanied minors. DEFENDANT, as
19 a matter of established company policy and procedure, administers a uniform practice of illegally
20 applying Block In Time adjustments whereby PLAINTIFFS and CALIFORNIA CLASS
21 Members were not paid the time PLAINTIFFS and CALIFORNIA CLASS Members were
22 required to remain on the ground. PLAINTIFFS and CALIFORNIA CLASS Members are
23 required to sit on the ground and wait for their next flight but are not compensated unless that sit
24 time is in excess of 2 hours and even when they are compensated it is less than minimum wage.
25 Defendant however made Block In Time adjustments that further reduced PLAINTIFFS and
26 CALIFORNIA CLASS Members compensation for sit time, which included time in which
27 PLAINTIFFS and CALIFORNIA CLASS Members were under the control of Defendant and
28 performing their duties. As a result, PLAINTIFFS and CALIFORNIA CLASS Members forfeit

1 minimum wage compensation by working without their time being correctly recorded and
2 without compensation. As a result, PLAINTIFFS and the CALIFORNIA CLASS Members
3 forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working
4 without their time being correctly recorded and without compensation at the applicable rates.
5 DEFENDANT’S policy and practice not to pay PLAINTIFFS and the CALIFORNIA CLASS
6 Members for all time worked, is evidenced by DEFENDANT’S business records. In addition,
7 when DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to respond to
8 and engage in additional work, this resulted in a second reporting for work in a single workday,
9 and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs.,
10 tit. 8, § 11040, subd. 5(B).

11 12. State and federal law provides that employees must be paid overtime and meal and
12 rest break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFFS and the
13 CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that is tied
14 to specific elements of an employee’s performance.

15 13. The second component of PLAINTIFFS’ and the CALIFORNIA CLASS
16 Members’ compensation is DEFENDANT’S non-discretionary incentive program that paid
17 PLAINTIFFS and the CALIFORNIA CLASS Members incentive wages based on their
18 performance for DEFENDANT. The non-discretionary incentive program provided all
19 employees paid on an hourly basis with incentive compensation when the employees met the
20 various performance goals set by DEFENDANT. However, when calculating the regular rate of
21 pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and the
22 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation as
23 part of the employees’ “regular rate of pay” for purposes of calculating overtime pay and meal
24 and rest break premium pay. Management and supervisors described the incentive program to
25 potential and new employees as part of the compensation package. As a matter of law, the
26 incentive compensation received by PLAINTIFFS and the CALIFORNIA CLASS Members must
27 be included in the “regular rate of pay.” The failure to do so has resulted in a underpayment of
28 overtime compensation and meal and rest break premiums to PLAINTIFFS and the

1 CALIFORNIA CLASS Members by DEFENDANT.

2 14. As a result of their rigorous work schedules, PLAINTIFFS and the CALIFORNIA
3 CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks
4 and were not fully relieved of duty for their meal periods. PLAINTIFFS and the CALIFORNIA
5 CLASS Members were required from time to time to perform work as ordered by DEFENDANT
6 for more than five (5) hours during some shifts without receiving a meal break. Further,
7 DEFENDANT from time to time failed to provide PLAINTIFFS and the CALIFORNIA CLASS
8 Members with a second off-duty meal period for some workdays in which these employees were
9 required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the
10 practice of rounding the meal period times to avoid paying penalties to PLAINTIFFS and the
11 CALIFORNIA CLASS Members. PLAINTIFFS and the CALIFORNIA CLASS Members
12 therefore forfeit meal breaks without additional compensation and in accordance with
13 DEFENDANT'S corporate policy and practice.

14 15. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and the
15 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
16 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
17 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
18 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for
19 some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second
20 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more
21 from time to time. PLAINTIFFS and the CALIFORNIA CLASS Members were also not
22 provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
23 Order requires employers to provide employees with off-duty rest periods, which the California
24 Supreme Court defined as time during which an employee is relieved from all work related duties
25 and free from employer control. In so doing, the Court held that the requirement under California
26 law that employers authorize and permit all employees to take rest period means that employers
27 must relieve employees of all duties and relinquish control over how employees spend their time
28 which includes control over the locations where employees may take their rest period. Employers

1 cannot impose controls that prohibit an employee from taking a brief walk – five minutes out, five
2 minutes back. Here, DEFENDANT’S policy restricted PLAINTIFFS and the CALIFORNIA
3 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT’S rule
4 which states PLAINTIFFS and the CALIFORNIA CLASS Members cannot leave the work
5 premises during their rest period.

6 16. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
7 record and pay PLAINTIFFS and the CALIFORNIA CLASS Members for the actual amount of
8 time these employees worked. Pursuant to the IWC Wage Orders, DEFENDANT was required to
9 pay PLAINTIFFS and the CALIFORNIA CLASS Members for all time worked, meaning the
10 time during which an employee was subject to the control of an employer, including all the time
11 the employee was permitted or suffered to permit this work. DEFENDANT required these
12 employees to work off the clock without paying them for all the time they were under
13 DEFENDANT’S control. As such, DEFENDANT knew or should have known that
14 PLAINTIFFS and the CALIFORNIA CLASS Members were under compensated for all time
15 worked. As a result, PLAINTIFFS and the CALIFORNIA CLASS Members forfeited time
16 worked by working without their time being accurately recorded and without compensation at the
17 applicable minimum wage and overtime wage rates. To the extent that the time worked off the
18 clock does not qualify for overtime premium payment, DEFENDANT failed to pay minimum
19 wages for the time worked off-the-clock in violation of California Labor Code §§ 1194, 1197, and
20 1197.1.

21 17. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
22 CALIFORNIA CLASS Members with complete and accurate wage statements which failed to
23 show, among other things, the correct gross and net wages earned. California Labor Code § 226
24 provides that every employer shall furnish each of his or her employees with an accurate itemized
25 wage statement in writing showing, among other things, gross wages earned and all applicable
26 hourly rates in effect during the pay period and the corresponding amount of time worked at each
27 hourly rate. PLAINTIFFS and the CALIFORNIA CLASS Members were paid on an hourly
28 basis. As such, the wage statements should reflect all applicable hourly rates during the pay

1 period and the total hours worked, and the applicable pay period in which the wages were earned
2 pursuant to California Labor Code § 226(a). The wage statements DEFENDANT provided to
3 PLAINTIFFS and the CALIFORNIA CLASS Members failed to identify such information.
4 More specifically, the wage statements failed to identify the accurate total hours worked each pay
5 period. When the hours shown on the wage statements were added up, they did not equal the
6 actual total hours worked during the pay period in violation of California Labor Code § 226(a)(2).
7 Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
8 PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor
9 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS and the
10 CALIFORNIA CLASS Members with wage statements which violated California Labor Code
11 § 226.

12 18. California Labor Code § 204(d) provides, the requirements of this section shall be
13 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
14 wages are paid not more than seven (7) calendar days following the close of the payroll period.
15 California Labor Code § 210 provides:

16 [I]n addition to, and entirely independent and apart from, any other
17 penalty provided in this article, every person who fails to pay the
18 wages of each employee as provided in Sections. . . .204. . .shall be
19 subject to a civil penalty as follows: (1) For any initial violation,
20 one hundred dollars (\$100) for each failure to pay each employee;
21 (2) For each subsequent violation, or any willful or intentional
22 violation, two hundred dollars (\$200) for each failure to pay each
23 employee, plus 25 percent of the amount unlawfully withheld.

24 19. DEFENDANT from time to time failed to pay PLAINTIFFS and the
25 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
26 period in accordance with California Labor Code § 204(d), including but not limited to the
27 “Hourly” regular wage payments.

28 20. DEFENDANT underpaid sick pay wages to PLAINTIFFS and the CALIFORNIA
CLASS Members by failing to pay such wages at the regular rate of pay in violation of California
Labor Code § 246. Specifically, PLAINTIFFS and other flight attendants earn non-discretionary
remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather

1 than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to PLAINTIFFS
2 and the CALIFORNIA CLASS Members at their base rates of pay.

3 21. California Labor Code § 246(1)(2) requires that paid sick time for nonexempt
4 employees be calculated by dividing the employee's total wages, not including overtime premium
5 pay, by the employee's total hours worked in the full pay periods of the prior 90 days of
6 employment.

7 22. DEFENDANT violated California Labor Code § 246 by failing to pay sick pay at
8 the regular rate of pay. PLAINTIFFS and the CALIFORNIA CLASS Members routinely earned
9 non-discretionary incentive wages which increased their regular rate of pay. However, when sick
10 pay was paid, it was paid at the base rate of pay for PLAINTIFFS and the CALIFORNIA CLASS
11 Members, as opposed to the correct, higher regular rate of pay, as required under California Labor
12 Code § 246.

13 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and
14 the CALIFORNIA CLASS Members their correct wages and accordingly owe waiting time
15 penalties pursuant to California Labor Code § 203. Further, PLAINTIFFS are informed and
16 believe and based thereon allege that such failure to pay sick pay at regular rate was willful, such
17 that the CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES whose
18 employment has separated are entitled to waiting time penalties pursuant to California Labor
19 Code §§ 201-203.

20 24. Pursuant to California Labor Code § 221, "It shall be unlawful for any employer to
21 collect or receive from an employee any part of wages theretofore paid by said employer to said
22 employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS and the
23 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
24 payable to PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS Members, failed to
25 disclose all aspects of the deductions from compensation payable to PLAINTIFFS and the
26 CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these employees all
27 wages due at each applicable pay period and upon termination. PLAINTIFFS and the
28 CALIFORNIA LABOR SUB-CLASS members seek recovery of all illegal deductions from

1 wages according to proof, related penalties, interest, attorney fees and costs.

2 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
3 PLAINTIFFS and the CALIFORNIA CLASS Members for required business expenses incurred
4 by the PLAINTIFFS and the CALIFORNIA CLASS Members in direct consequence of
5 discharging their duties on behalf of DEFENDANT. Under California Labor Code § 2802,
6 employers are required to indemnify employees for all expenses incurred in the course and scope
7 of their employment. California Labor Code § 2802 expressly states that “an employer shall
8 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
9 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
10 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
11 directions, believed them to be unlawful.”

12 26. In the course of their employment PLAINTIFFS and the CALIFORNIA CLASS
13 Members, as a business expense, were required by DEFENDANT to use their own personal
14 cellular phones as a result of and in furtherance of their job duties as employees for
15 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
16 with the use of their personal cellular phones for DEFENDANT’S benefit. Specifically,
17 PLAINTIFFS and the CALIFORNIA CLASS Members were required by DEFENDANT to use
18 their personal cellular phones. As a result, in the course of their employment with
19 DEFENDANT, PLAINTIFFS and the CALIFORNIA CLASS Members incurred unreimbursed
20 business expenses which included, but were not limited to, costs related to the use of their
21 personal cellular phones all on behalf of and for the benefit of DEFENDANT.

22 27. In violation of the applicable sections of the California Labor Code and the
23 requirements of the applicable IWC Wage Order, DEFENDANT as a matter of company policy,
24 practice and procedure, intentionally, knowingly and systematically failed to provide
25 PLAINTIFFS and the CALIFORNIA CLASS MEMBERS suitable seating when the nature of
26 these employees’ work reasonably permitted sitting.

27 28. DEFENDANT knew or should have known that PLAINTIFFS and the
28 CALIFORNIA CLASS MEMBERS were entitled to suitable seating and/or were entitled to sit

1 when it did not interfere with the performance of their duties, and that DEFENDANT did not
2 provide suitable seating and/or did not allow them to sit when it did not interfere with the
3 performance of their duties.

4 29. By reason of this conduct applicable to PLAINTIFFS and the CALIFORNIA
5 CLASS MEMBERS, DEFENDANT violated California Labor Code § 1198 and California Code
6 of Regulations, Title 8, § 11070(14) (Failure to Provide Seating), Wage Order 4-2001, § 14 by
7 failing to provide suitable seats. PLAINTIFFS seek penalties on behalf of PLAINTIFFS and the
8 CALIFORNIA CLASS MEMBERS as provided herein. Providing suitable seating is the
9 DEFENDANT'S burden. As a result of DEFENDANT'S intentional disregard of the obligation
10 to meet this burden, DEFENDANT violated the California Labor Code and regulations
11 promulgated thereunder as herein alleged.

12 30. The employment of some CALIFORNIA CLASS Members has terminated and
13 DEFENDANT has not tendered payment of all wages owed as required by law. Additionally, at
14 all times during the term of PLAINTIFFS' employment with DEFENDANT, CALIFORNIA
15 CLASS Members earned and accrued vested vacation and holiday time on the date of their
16 termination pursuant to DEFENDANT'S uniform vacation policies and applicable California law.
17 The amount of vacation pay PLAINTIFFS and the CALIFORNIA CLASS Members earned and
18 accumulated is evidenced by DEFENDANT'S business records. Additionally, DEFENDANT
19 also underpaid accrued vested vacation wages to CALIFORNIA CLASS Members by failing to
20 pay such wages at the regular rate of pay and more specifically the final rate of pay that included
21 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate
22 of pay, DEFENDANT underpaid vacation wages to CALIFORNIA CLASS Members at their
23 base rates of pay, instead of including all of the CALIFORNIA CLASS Members' non-
24 discretionary incentive compensation into the vacation wage payment calculations.
25 DEFENDANT failed to specify in DEFENDANT'S written vacation policy the rate at which
26 CALIFORNIA CLASS Members would be paid vacation upon leaving employment with
27 DEFENDANT. As a result of DEFENDANT'S unlawful practice, policy and procedure to deny
28 paying the CALIFORNIA CLASS Members all of their vested vacation and holiday time,

1 DEFENDANT failed to pay the CALIFORNIA CLASS Members all vested vacation time as
2 wages due upon employment termination, in violation of the California Labor Code, §§ 201, 202,
3 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to CALIFORNIA
4 CLASS Members at their base rates of pay, instead of including all of the CALIFORNIA CLASS
5 Members' non- discretionary compensation into the waiting time penalty calculations. This
6 failure by DEFENDANT is believed to be the result of DEFENDANT'S unlawful, unfair and
7 deceptive refusal to provide compensation for earned, accrued and vested vacation and holiday
8 time, as well as the corresponding waiting time penalties that were paid. DEFENDANT
9 perpetrated this unlawful, unfair and deceptive practice to the detriment of CALIFORNIA
10 CLASS Members. DEFENDANT'S uniform practice and policy of failing to pay the
11 CALIFORNIA CLASS Members for all vested vacation and holiday time accumulated at
12 employment termination violated and continues to violate § 227.3 of the California Labor Code.

13 31. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the legally
14 required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage Order
15 and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due to
16 PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off- duty
17 meal and rest breaks to PLAINTIFFS and also failed to compensate PLAINTIFFS for
18 PLAINTIFFS' missed meal and rest breaks. The nature of the work performed by the
19 PLAINTIFFS did not prevent PLAINTIFFS from being relieved of all of PLAINTIFFS' duties
20 for the legally required off-duty meal periods. As a result, DEFENDANT'S failure to provide
21 PLAINTIFFS with the legally required meal periods is evidenced by DEFENDANT'S business
22 records. The amount in controversy for PLAINTIFFS individually does not exceed the sum or
23 value of \$75,000.

24 32. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
25 presently or formerly employed by DEFENDANT during the PAGA PERIOD, after properly
26 exhausting their administrative requirements as set forth in more detail below, further bring a
27 representative action pursuant to Labor Code § 2699, et seq. seeking fixed civil penalties for
28 DEFENDANT'S violation of Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3,

226.7, 227.3, 233, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, 2802, 2804, California Code of Regulations, Title 8, § 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, § 11040, Subdivision 7, California Code of Regulations, Title 8, § 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, et seq. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for Publication 12/19/18).

JURISDICTION AND VENUE

33. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, § 410.10 and California Business & Professions Code, § 17203. This action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

34. Venue is proper in this Court pursuant to California Code of Civil Procedure, §§ 395.5 and 393, because DEFENDANT (i) operates in locations across California, (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS, and (iii) employs CALIFORNIA CLASS Members across California, including in this County, and committed the wrongful conduct herein alleged in this County against the CALIFORNIA CLASS Members.

THE CALIFORNIA CLASS

35. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq. (the “UCL”) as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all Flight Attendants employed by DEFENDANT and based in the state of California (the “CALIFORNIA CLASS”) at any time during the period beginning on October 3, 2019 and

1 ending on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The
2 amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five
3 million dollars (\$5,000,000.00).

4 36. To the extent equitable tolling operates to toll claims by the CALIFORNIA
5 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
6 accordingly.

7 37. DEFENDANT, as a matter of company policy, practice and procedure, and in
8 violation of the applicable Labor Code, IWC Wage Order requirements, and the applicable
9 provisions of California law, intentionally, knowingly, and willfully, engaged in a practice
10 whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFFS and
11 other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this
12 work, required employees to perform this work and permits or suffers to permit this work.

13 38. DEFENDANT has the legal burden to establish that each and every
14 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
15 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
16 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place
17 a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid as
18 required by law. This common business practice is applicable to each and every CALIFORNIA
19 CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive
20 under Cal. Business & Professions Code §§ 17200, *et seq.* (the “UCL”) as causation, damages,
21 and reliance are not elements of this claim.

22 39. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
23 CLASS Members is impracticable.

24 40. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
25 law by:

- 26 (a) Committing an act of unfair competition in violation of Cal. Bus. & Prof.
27 Code §§ 17200, *et seq.* (the “UCL”), by unlawfully, unfairly and/or
28 deceptively having in place company policies, practices and procedures

1 that failed to record and pay PLAINTIFFS and the other members of the
2 CALIFORNIA CLASS for all time worked, including minimum wages
3 owed and overtime wages owed for work performed by these employees;
4 and,

- 5 (b) Committing an act of unfair competition in violation of the UCL, by failing
6 to provide the PLAINTIFFS and the other members of the CALIFORNIA
7 CLASS with the legally required meal and rest periods.

8 41. This Class Action meets the statutory prerequisites for the maintenance of a Class
9 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 10 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
11 that the joinder of all such persons is impracticable and the disposition of
12 their claims as a class will benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
14 that are raised in this Complaint are common to the CALIFORNIA CLASS
15 will apply to every member of the CALIFORNIA CLASS;
- 16 (c) The claims of the representative PLAINTIFFS are typical of the claims of
17 each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the
18 other members of the CALIFORNIA CLASS, was classified as a flight
19 attendant paid on an hourly basis who was subjected to the
20 DEFENDANT'S deceptive practice and policy which failed to provide the
21 legally required meal and rest periods to the CALIFORNIA CLASS and
22 thereby underpaid compensation to PLAINTIFFS and CALIFORNIA
23 CLASS. PLAINTIFFS sustained economic injury as a result of
24 DEFENDANT'S employment practices. PLAINTIFFS and the members
25 of the CALIFORNIA CLASS were and are similarly or identically harmed
26 by the same unlawful, deceptive and unfair misconduct engaged in by
27 DEFENDANT; and,
- 28 (d) The representative PLAINTIFFS will fairly and adequately represent and

1 protect the interest of the CALIFORNIA CLASS, and have retained
2 counsel who are competent and experienced in Class Action litigation.
3 There are no material conflicts between the claims of the representative
4 PLAINTIFFS and the members of the CALIFORNIA CLASS that would
5 make class certification inappropriate. Counsel for the CALIFORNIA
6 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
7 Members.

8 42. In addition to meeting the statutory prerequisites to a Class Action, this action is
9 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution of
12 separate actions by individual members of the CALIFORNIA CLASS will
13 create the risk of:

14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA CLASS which would establish
16 incompatible standards of conduct for the parties opposing the
17 CALIFORNIA CLASS; and/or,

18 2) Adjudication with respect to individual members of the
19 CALIFORNIA CLASS which would as a practical matter be
20 dispositive of interests of the other members not party to the
21 adjudication or substantially impair or impede their ability to
22 protect their interests.

23 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
24 act on grounds generally applicable to the CALIFORNIA CLASS, making
25 appropriate class-wide relief with respect to the CALIFORNIA CLASS as
26 a whole in that DEFENDANT failed to pay all wages due to members of
27 the CALIFORNIA CLASS as required by law;

28 1) With respect to the First Cause of Action, the final relief on behalf

1 of the CALIFORNIA CLASS sought does not relate exclusively to
2 restitution because through this claim PLAINTIFFS seek
3 declaratory relief holding that the DEFENDANT’S policy and
4 practices constitute unfair competition, along with declaratory
5 relief, injunctive relief, and incidental equitable relief as may be
6 necessary to prevent and remedy the conduct declared to constitute
7 unfair competition;

8 (c) Common questions of law and fact exist as to the members of the
9 CALIFORNIA CLASS, with respect to the practices and violations of
10 California law as listed above, and predominate over any question affecting
11 only individual CALIFORNIA CLASS Members, and a Class Action is
12 superior to other available methods for the fair and efficient adjudication of
13 the controversy, including consideration of:

14 1) The interests of the members of the CALIFORNIA CLASS in
15 individually controlling the prosecution or defense of separate
16 actions in that the substantial expense of individual actions will be
17 avoided to recover the relatively small amount of economic losses
18 sustained by the individual CALIFORNIA CLASS Members when
19 compared to the substantial expense and burden of individual
20 prosecution of this litigation;

21 2) Class certification will obviate the need for unduly duplicative
22 litigation that would create the risk of:

23 A. Inconsistent or varying adjudications with respect to
24 individual members of the CALIFORNIA CLASS, which
25 would establish incompatible standards of conduct for the
26 DEFENDANT; and/or,

27 B. Adjudications with respect to individual members of the
28 CALIFORNIA CLASS would as a practical matter be

dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

43. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT'S employment practices are applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the

1 Court;

2 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
3 able to obtain effective and economic legal redress unless the action is
4 maintained as a Class Action;

5 (e) There is a community of interest in obtaining appropriate legal and
6 equitable relief for the acts of unfair competition, statutory violations and
7 other improprieties, and in obtaining adequate compensation for the
8 damages and injuries which DEFENDANT'S actions have inflicted upon
9 the CALIFORNIA CLASS;

10 (f) There is a community of interest in ensuring that the combined assets of
11 DEFENDANT are sufficient to adequately compensate the members of the
12 CALIFORNIA CLASS for the injuries sustained;

13 (g) DEFENDANT has acted or refused to act on grounds generally applicable
14 to the CALIFORNIA CLASS, thereby making final class-wide relief
15 appropriate with respect to the CALIFORNIA CLASS as a whole;

16 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
17 the business records of DEFENDANT; and,

18 (i) Class treatment provides manageable judicial treatment calculated to bring
19 an efficient and rapid conclusion to all litigation of all wage and hour
20 related claims arising out of the conduct of DEFENDANT as to the
21 members of the CALIFORNIA CLASS.

22 44. DEFENDANT maintains records from which the Court can ascertain and identify
23 by job title each of DEFENDANT'S employees who have been intentionally subjected to
24 DEFENDANT'S company policy, practices and procedures as herein alleged. PLAINTIFFS will
25 seek leave to amend the Complaint to include any additional job titles of similarly situated
26 employees when they have been identified.

27 **THE CALIFORNIA LABOR SUB-CLASS**

28 45. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh,

1 Eighth, Ninth, Tenth, and Eleventh causes Action on behalf of a California sub-class, defined as
2 all members of the CALIFORNIA CLASS, including all Flight Attendants employed by
3 DEFENDANT and based in the state of California (the “CALIFORNIA LABOR SUB-CLASS”)
4 at any time during the period beginning on October 3, 2020 and ending on the date as determined
5 by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of
6 Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR
7 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

8 46. DEFENDANT, in violation of the applicable Labor Code, IWC Wage Order
9 requirements, and the applicable provisions of California law, intentionally, knowingly, and
10 wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate compensation
11 for the time worked by PLAINTIFFS and the other members of the CALIFORNIA LABOR
12 SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT
13 enjoyed the benefit of this work, required employees to perform this work and permitted or
14 suffered to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-
15 CLASS Members wages to which these employees are entitled in order to unfairly cheat the
16 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the
17 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-
18 CLASS PERIOD should be adjusted accordingly.

19 47. DEFENDANT maintains records from which the Court can ascertain and identify
20 by name and job title, each of DEFENDANT’S employees who have been intentionally subjected
21 to DEFENDANT’S company policy, practices and procedures as herein alleged. PLAINTIFFS
22 will seek leave to amend the complaint to include any additional job titles of similarly situated
23 employees when they have been identified.

24 48. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
25 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

26 49. Common questions of law and fact exist as to members of the CALIFORNIA
27 LABOR SUB-CLASS, including, but not limited, to the following:

28 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay

1 compensation due to members of the CALIFORNIA LABOR SUB-
2 CLASS for missed meal and rest breaks in violation of the California
3 Labor Code and California regulations and the applicable California Wage
4 Order;

5 (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other
6 members of the CALIFORNIA LABOR SUB-CLASS with accurate
7 itemized wage statements;

8 (c) Whether DEFENDANT has engaged in unfair competition by the above-
9 listed conduct;

10 (d) The proper measure of damages and penalties owed to the members of the
11 CALIFORNIA LABOR SUB-CLASS; and,

12 (e) Whether DEFENDANT'S conduct was willful.

13 50. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
14 under California law by:

15 (a) Violating California Labor Code § 510, by failing to correctly pay the
16 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
17 CLASS all wages due for overtime worked, for which DEFENDANT is
18 liable pursuant to California Labor Code § 1194;

19 (b) Violating California Labor Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing
20 to accurately pay PLAINTIFFS and the members of the CALIFORNIA
21 LABOR SUB-CLASS the correct minimum wage pay for which
22 DEFENDANT is liable pursuant to California Labor Code §§ 1194 and
23 1197;

24 (c) Violating California Labor Code § 226, by failing to provide PLAINTIFFS
25 and the members of the CALIFORNIA LABOR SUB-CLASS with an
26 accurate itemized statement in writing showing the corresponding correct
27 amount of wages earned by the employee;

28 (d) Violating California Labor Code §§ 226.7 and 512, by failing to provide

1 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
2 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
3 meal breaks and the legally required off-duty rest breaks;

- 4 (e) Violating California Labor Code §§ 201, 202 and/or 203, which provides
5 that when an employee is discharged or quits from employment, the
6 employer must pay the employee all wages due without abatement, by
7 failing to tender full payment and/or restitution of wages owed or in the
8 manner required by California law to the members of the CALIFORNIA
9 LABOR SUB-CLASS who have terminated their employment; and,
10 (f) Violating California Labor Code § 2802 by failing to reimburse
11 PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members with
12 necessary expenses incurred in the discharge of their job duties.

13 51. This Class Action meets the statutory prerequisites for the maintenance of a Class
14 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 15 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
16 so numerous that the joinder of all CALIFORNIA LABOR SUB- CLASS
17 Members is impracticable and the disposition of their claims as a class will
18 benefit the parties and the Court;
19 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
20 that are raised in this Complaint are common to the CALIFORNIA
21 LABOR SUB-CLASS and will apply to every member of the
22 CALIFORNIA LABOR SUB-CLASS;
23 (c) The claims of the representative PLAINTIFFS are typical of the claims of
24 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS,
25 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
26 were flight attendants paid on an hourly basis who was subjected to the
27 DEFENDANT’S practice and policy which failed to pay the correct
28 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.

1 PLAINTIFFS sustained economic injury as a result of DEFENDANT'S
2 employment practices. PLAINTIFFS and the members of the
3 CALIFORNIA LABOR SUB-CLASS were and are similarly or identically
4 harmed by the same unlawful, deceptive, and unfair misconduct engaged in
5 by DEFENDANT; and,

- 6 (d) The representative PLAINTIFFS will fairly and adequately represent and
7 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
8 retained counsel who are competent and experienced in Class Action
9 litigation. There are no material conflicts between the claims of the
10 representative PLAINTIFFS and the members of the CALIFORNIA
11 LABOR SUB-CLASS that would make class certification inappropriate.
12 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
13 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

14 52. In addition to meeting the statutory prerequisites to a Class Action, this action is
15 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 16 (a) Without class certification and determination of declaratory, injunctive,
17 statutory and other legal questions within the class format, prosecution of
18 separate actions by individual members of the CALIFORNIA LABOR
19 SUB-CLASS will create the risk of:
- 20 1) Inconsistent or varying adjudications with respect to individual
21 members of the CALIFORNIA LABOR SUB-CLASS which would
22 establish incompatible standards of conduct for the parties opposing
23 the CALIFORNIA LABOR SUB-CLASS; or,
- 24 2) Adjudication with respect to individual members of the
25 CALIFORNIA LABOR SUB-CLASS which would as a practical
26 matter be dispositive of interests of the other members not party to
27 the adjudication or substantially impair or impede their ability to
28 protect their interests.

1 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
2 or refused to act on grounds generally applicable to the CALIFORNIA
3 LABOR SUB-CLASS, making appropriate class-wide relief with respect to
4 the CALIFORNIA LABOR SUB-CLASS as a whole in that
5 DEFENDANT fails to pay all wages due. Including the correct wages for
6 all time worked by the members of the CALIFORNIA LABOR SUB-
7 CLASS as required by law;

8 (c) Common questions of law and fact predominate as to the members of the
9 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
10 violations of California Law as listed above, and predominate over any
11 question affecting only individual CALIFORNIA LABOR SUB-CLASS
12 Members, and a Class Action is superior to other available methods for the
13 fair and efficient adjudication of the controversy, including consideration
14 of:

15 1) The interests of the members of the CALIFORNIA LABOR SUB-
16 CLASS in individually controlling the prosecution or defense of
17 separate actions in that the substantial expense of individual actions
18 will be avoided to recover the relatively small amount of economic
19 losses sustained by the individual CALIFORNIA LABOR SUB-
20 CLASS Members when compared to the substantial expense and
21 burden of individual prosecution of this litigation;

22 2) Class certification will obviate the need for unduly duplicative
23 litigation that would create the risk of:

24 A. Inconsistent or varying adjudications with respect to
25 individual members of the CALIFORNIA LABOR SUB-
26 CLASS, which would establish incompatible standards of
27 conduct for the DEFENDANT; and/or,

28 B. Adjudications with respect to individual members of the

CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

53. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA

LABOR SUB-CLASS before the Court;

- (d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT'S actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- (g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- (i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**

5 54. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 55. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code
9 § 17021.

10 56. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice.

12 Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect
13 to unfair competition as follows:

14 Any person who engages, has engaged, or proposes to engage in
15 unfair competition may be enjoined in any court of competent
16 jurisdiction. The court may make such orders or judgments,
17 including the appointment of a receiver, as may be necessary to
18 prevent the use or employment by any person of any practice which
constitutes unfair competition, as defined in this chapter, or as may
be necessary to restore to any person in interest any money or
property, real or personal, which may have been acquired by means
of such unfair competition.

19 Cal. Bus. & Prof. Code § 17203.

20 57. By the conduct alleged herein, DEFENDANT has engaged and continues to
21 engage in a business practice which violates California law, including but not limited to, the
22 applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor
23 Code including §§ 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 233, 246, 510,
24 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699,
25 2802, 2804 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for
26 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof.
27 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
28 competition, including restitution of wages wrongfully withheld.

1 58. By the conduct alleged herein, DEFENDANT’S practices were unlawful and
2 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to § 17203 of the
5 California Business & Professions Code, including restitution of wages wrongfully withheld.

6 59. By the conduct alleged herein, DEFENDANT’S practices were deceptive and
7 fraudulent in that DEFENDANT’S policy and practice failed to provide the legally mandated
8 meal and rest periods, the required amount of compensation for missed meal and rest periods and
9 overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse all
10 necessary business expenses incurred, and failed to provide Fair Labor Standards Act overtime
11 wages due for overtime worked as a result of failing to include non- discretionary incentive
12 compensation into their regular rates of pay for purposes of computing the proper overtime pay
13 due to a business practice that cannot be justified, pursuant to the applicable California Labor
14 Code, and IWC requirements in violation of California Business Code §§ 17200, *et seq.*, and for
15 which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code
16 § 17203, including restitution of wages wrongfully withheld.

17 60. By the conduct alleged herein, DEFENDANT’S practices were also unlawful,
18 unfair and deceptive in that DEFENDANT’S employment practices caused PLAINTIFFS and the
19 other members of the CALIFORNIA CLASS to be underpaid during their employment with
20 DEFENDANT.

21 61. By the conduct alleged herein, DEFENDANT’S practices were also unlawful,
22 unfair and deceptive in that DEFENDANT’S policies, practices and procedures failed to provide
23 all legally required meal breaks to PLAINTIFFS and the other members of the CALIFORNIA
24 CLASS as required by California Labor Code §§ 226.7 and 512.

25 62. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
26 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal
27 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
28 each workday in which a second off-duty meal period was not timely provided for each ten (10)

1 hours of work.

2 63. PLAINTIFFS further demand on behalf of themselves and each member of the
3 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off duty
4 paid rest period was not timely provided as required by law.

5 64. By and through the unlawful and unfair business practices described herein,
6 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
7 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
8 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
9 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT to
10 unfairly compete against competitors who comply with the law.

11 65. All the acts described herein as violations of, among other things, the IWC Wage
12 Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in
13 violation of public policy, were immoral, unethical, oppressive and unscrupulous, were deceptive,
14 and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus.
15 & Prof. Code §§ 17200, *et seq.*

16 66. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled to,
17 and do, seek such relief as may be necessary to restore to them the money and property which
18 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
19 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
20 business practices, including earned but unpaid wages for all time worked.

21 67. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
22 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
23 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
24 engaging in any unlawful and unfair business practices in the future.

25 68. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
26 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
27 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
28 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other

1 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
2 and economic harm unless DEFENDANT is restrained from continuing to engage in these
3 unlawful and unfair business practices.

4 **SECOND CAUSE OF ACTION**

5 **For Failure To Pay Minimum Wages**

6 **[Cal. Lab. Code §§ 204, 218, 218.5, 1182.12, 1194, 1194.1, 1194.2, 1197 & 1197.1, AND THE**
7 **APPLICABLE IWC WAGE ORDER]**

8 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**
9 **and Against All Defendants)**

10 69. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
11 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
12 paragraphs of this Complaint.

13 70. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
14 bring a claim for DEFENDANT'S willful and intentional violations of the California Labor Code
15 and the IWC requirements for DEFENDANT'S failure to accurately calculate and pay minimum
16 wages to PLAINTIFFS and CALIFORNIA CLASS Members.

17 71. Pursuant to California Labor Code § 204, other applicable laws and regulations,
18 and public policy, an employer must timely pay its employees for all hours worked.

19 72. California Labor Code § 1197 provides the minimum wage for employees fixed by
20 the commission is the minimum wage to be paid to employees, and the payment of a less wage
21 than the minimum so fixed is unlawful.

22 73. California Labor Code § 1194 establishes an employee's right to recover unpaid
23 wages, including minimum wage compensation and interest thereon, together with the costs of
24 suit.

25 74. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the other
26 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
27 time they work. As set forth herein, DEFENDANT'S policy and practice was to unlawfully and
28 intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the

1 CALIFORNIA LABOR SUB-CLASS.

2 75. DEFENDANT'S unlawful wage and hour practices manifested, without limitation,
3 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a
4 policy and practice that denies accurate compensation to PLAINTIFFS and the other members of
5 the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

6 76. In committing these violations of the California Labor Code, DEFENDANT
7 inaccurately calculated the correct time worked and consequently underpaid the actual time
8 worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS.
9 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
10 benefits in violation of the California Labor Code, the IWC requirements and other applicable
11 laws and regulations.

12 77. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
13 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive
14 the correct minimum wage compensation for their time worked for DEFENDANT.

15 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
16 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
17 Members to work without paying them for all the time they were under DEFENDANT'S control.
18 During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the other members
19 of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they were
20 entitled to, constituting a failure to pay all earned wages.

21 79. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
22 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
23 CLASS for the true time they worked, PLAINTIFFS and the other members of the
24 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
25 injury in amounts which are presently unknown to them and which will be ascertained according
26 to proof at trial.

27 80. DEFENDANT knew or should have known that PLAINTIFFS and the other
28 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time

1 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to
2 not pay employees for their labor as a matter of company policy, practice and procedure, and
3 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members
4 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

5 81. In performing the acts and practices herein alleged in violation of California labor
6 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
7 all time worked and provide them with the requisite compensation, DEFENDANT acted and
8 continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other
9 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
10 their legal rights, or the consequences to them, and with the despicable intent of depriving them
11 of their property and legal rights, and otherwise causing them injury in order to increase company
12 profits at the expense of these employees.

13 82. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
14 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
15 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by
16 the California Labor Code and/or other applicable statutes. To the extent minimum wage
17 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
18 who have terminated their employment, DEFENDANT'S conduct also violates Labor Code
19 §§201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
20 under California Labor Code § 203, which penalties are sought herein on behalf of these
21 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT'S conduct as alleged herein was
22 willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA
23 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

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[Cal. Lab. Code §§ 510, 1194, AND THE APPLICABLE IWC WAGE ORDER]
(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All
Defendants)

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1 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a
2 policy and practice that failed to accurately record overtime worked by PLAINTIFFS and other
3 CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to
4 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime
5 worked, including, the overtime work performed in excess of eight (8) hours in a workday, and/or
6 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

7 90. In committing these violations of the California Labor Code, DEFENDANT
8 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
9 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
10 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
11 the California Labor Code, the IWC requirements and other applicable laws and regulations. As a
12 direct result of DEFENDANT'S unlawful wage practices as alleged herein, the PLAINTIFFS and
13 the other members of the CALIFORNIA LABOR SUB-CLASS did not receive full compensation
14 for overtime worked.

15 91. California Labor Code § 515 sets out various categories of employees who are
16 exempt from the overtime requirements of the law. None of these exemptions are applicable to
17 the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
18 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not
19 subject to a valid collective bargaining agreement that would preclude the causes of action
20 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of themselves
21 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT'S violations of non-
22 negotiable, non-waiveable rights provided by the State of California.

23 92. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the
24 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
25 worked that they are entitled to, constituting a failure to pay all earned wages.

26 93. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members
27 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was
28 in excess of the maximum hours permissible by law as required by California Labor Code §§ 510,

1 1194 & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA LABOR
2 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
3 failed to accurately record and pay as evidenced by DEFENDANT'S business records and
4 witnessed by employees.

5 94. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
6 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
7 CLASS for the true amount of time they worked, PLAINTIFFS and the other members of the
8 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
9 injury in amounts which are presently unknown to them and which will be ascertained according
10 to proof at trial.

11 95. DEFENDANT knew or should have known that PLAINTIFFS and the other
12 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
13 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to
14 not pay employees for their labor as a matter of company policy, practice and procedure, and
15 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members
16 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

17 96. In performing the acts and practices herein alleged in violation of California labor
18 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
19 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
20 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and
21 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
22 disregard for their legal rights, or the consequences to them, and with the despicable intent of
23 depriving them of their property and legal rights, and otherwise causing them injury in order to
24 increase company profits at the expense of these employees.

25 97. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
26 therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as
27 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by
28 the California Labor Code and/or other applicable statutes. To the extent minimum and/or

1 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
2 Members who have terminated their employment, DEFENDANT’S conduct also violates Labor
3 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
4 penalties under California Labor Code § 203, which penalties are sought herein on behalf of these
5 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT’S conduct as alleged herein was
6 willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA
7 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

8 **FOURTH CAUSE OF ACTION**

9 **For Failure to Provide Required Meal Periods**

10 **[Cal. Lab. Code §§ 226.7, 512, 516, 558]**

11 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 98. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 99. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
17 failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other
18 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
19 Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR
20 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
21 duties for the legally required off-duty meal periods. As a result of their rigorous work schedules,
22 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time
23 not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
24 DEFENDANT’S failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
25 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by
26 DEFENDANT’S business records from time to time. Further, DEFENDANT failed to provide
27 PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period in some
28 workdays in which these employees were required by DEFENDANT to work ten (10) hours of

1 work from time to time. As a result, PLAINTIFFS and other members of the CALIFORNIA
2 LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in
3 accordance with DEFENDANT'S strict corporate policy and practice.

4 100. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
5 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
6 CLASS Members who were not provided a meal period, in accordance with the applicable Wage
7 Order, one additional hour of compensation at each employee's regular rate of pay for each
8 workday that a meal period was not provided.

9 101. As a proximate result of the aforementioned violations, PLAINTIFFS and
10 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
11 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **For Failure to Provide Required Rest Periods**

14 **[Cal. Lab. Code §§ 226.7, 512, 516, 558]**

15 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
16 **Defendants)**

17 102. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
18 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
19 paragraphs of this Complaint.

20 103. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were
21 from time to time required to work in excess of four (4) hours without being provided ten (10)
22 minute rest periods. Further, these employees from time to time were denied their first rest
23 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a
24 first and second rest period of at least ten (10) minutes for some shifts worked of between six (6)
25 and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
26 shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other
27 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in
28 lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA

LABOR SUB-CLASS Members were periodically denied their proper rest periods by
DEFENDANT and DEFENDANT’S managers.

104. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
CLASS Members who were not provided a rest period, in accordance with the applicable Wage
Order, one additional hour of compensation at each employee’s regular rate of pay for each
workday that rest period was not provided.

105. As a proximate result of the aforementioned violations, PLAINTIFFS and
CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code §§ 226, 226.3, 558]

**(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All
Defendants)**

106. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
paragraphs of this Complaint.

107. California Labor Code § 226 provides that an employer must furnish employees
with an “accurate itemized” statement in writing showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose
compensation is solely based on a salary and who is exempt from payment of overtime
under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
Commission,
- (3) the number of piecerate units earned and any applicable piece rate if the employee
is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) the name of the employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social security number or an
employee identification number other than a social security number may be shown on the

1 itemized statement,

2 (8) the name and address of the legal entity that is the employer, and

3 (9) all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate by the employee.

5 108. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
6 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
7 statements which failed to show, among other things, the correct gross and net wages earned.
8 California Labor Code § 226 provides that every employer shall furnish each of his or her
9 employees with an accurate itemized wage statement in writing showing, among other things,
10 gross wages earned and all applicable hourly rates in effect during the pay period and the
11 corresponding amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA
12 LABOR SUB-CLASS Members were paid on an hourly basis. As such, the wage statements
13 should reflect all applicable hourly rates during the pay period and the total hours worked, and the
14 applicable pay period in which the wages were earned pursuant to California Labor Code
15 § 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and other
16 CALIFORNIA LABOR SUB-CLASS Members failed to identify such information. More
17 specifically, the wage statements failed to identify the accurate total hours worked each pay
18 period. When the hours shown on the wage statements were added up, they did not equal the
19 actual total hours worked during the pay period in violation of California Labor Code § 226(a)(2).
20 Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
21 PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor
22 Code § 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS and the
23 other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated
24 California Labor Code § 226.

25 109. DEFENDANT knowingly and intentionally failed to comply with California Labor
26 Code § 226, causing injury and damages to PLAINTIFFS and the other members of the
27 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
28 expended calculating the correct wages for all missed meal and rest breaks and the amount of
employment taxes which were not properly paid to state and federal tax authorities. These

1 damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the
2 CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars
3 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars
4 (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code § 226,
5 in an amount according to proof at the time of trial (but in no event more than four thousand
6 dollars (\$4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA LABOR
7 SUB-CLASS herein).

8 **SEVENTH CAUSE OF ACTION**

9 **For Failure to Reimburse Employees for Required Expenses**

10 **[Cal. Lab. Code §§ 2802, 2804]**

11 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 110. PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS members
14 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
15 this Complaint.

16 111. California Labor Code § 2802 provides, in relevant part, that:
17 An employer shall indemnify his or her employee for all necessary expenditures or
18 losses incurred by the employee in direct consequence of the discharge of his or
19 her duties, or of his or her obedience to the directions of the employer, even
though unlawful, unless the employee, at the time of obeying the directions,
believed them to be unlawful.

20 112. At all relevant times herein, DEFENDANT violated California Labor Code
21 § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR
22 SUB-CLASS members for required expenses incurred in the discharge of their job duties for
23 DEFENDANT'S benefit. DEFENDANT failed to reimburse PLAINTIFFS and the
24 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
25 limited to, costs related to using their personal cellular phones on behalf of and for the benefit of
26 DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS
27 Members were required by DEFENDANT to use their personal cellular phones and home offices
28 in order to perform work related job tasks. DEFENDANT'S policy and practice was to not

1 reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for expenses
2 resulting from using their personal cellular phones and home offices for DEFENDANT within the
3 course and scope of their employment for DEFENDANT. These expenses were necessary to
4 complete their principal job duties. DEFENDANT is estopped by DEFENDANT'S conduct to
5 assert any waiver of this expectation. Although these expenses were necessary expenses incurred
6 by PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed
7 to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
8 members for these expenses as an employer is required to do under the laws and regulations of
9 California.

10 113. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred
11 by themselves and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their
12 job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest
13 at the statutory rate and costs under California Labor Code § 2802.

14 **EIGHTH CAUSE OF ACTION**

15 **For Failure to Pay Sick Pay Wages**

16 **[Cal. Lab. Code §§ 201-203, 210, 233, 246]**

17 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

18 **and Against All Defendants)**

19 114. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
20 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.

22 115. Cal Lab. Code § 233 provides that an employer must permit an employee to use
23 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate
24 of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for
25 use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick
26 leave is used as paid sick time, an employee has a vested right to sick pay wages, which an
27 employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for
28 nonexempt employees shall be calculated in the same manner as the regular rate of pay for the

1 workweek in which the employee uses paid sick time, whether or not the employee actually
2 works overtime in that workweek,” or (ii) “Paid sick time for nonexempt employees shall be
3 calculated by dividing the employee’s total wages, not including overtime premium pay, by the
4 employee’s total hours worked in the full pay periods of the prior 90 days of employment.”
5 Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages as
6 damages.

7 116. As a matter of policy and practice, DEFENDANT pays sick pay wages to
8 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS at the
9 incorrect rate of pay. PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-
10 CLASS regularly use accrued sick leave in the workweeks in which they also earn non-hourly
11 remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages to
12 PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS at the base
13 hourly pay, as opposed to the regular rate of pay, which would consider all non- hourly
14 remuneration in addition to base hourly wages, or the rate resulting from dividing the employee’s
15 total wages, not including overtime premium pay, by the employee’s total hours worked in the
16 full pay periods of the prior 90 days of employment. As a result, DEFENDANT underpaid sick
17 pay wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS.

18 117. California Labor Code § 246 specifically requires that, upon use of accrued sick
19 leave, vested sick pay wages are due and to be paid no later than the payday for the next regular
20 payroll period after accrued sick leave is used as paid sick time. Similarly, California Labor Code
21 § 201 provides that if an employer discharges an employee, wages earned and unpaid at the time
22 of discharge are due and payable immediately. California Labor Code § 202 provides that an
23 employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his
24 or her employment, unless the employee has given 72-hour notice of his or her intention to quit,
25 in which case the employee is entitled to his or her wages at the time of quitting. The Labor Code
26 penalizes untimely payments. For example, California Labor Code § 203 provides that if an
27 employer willfully fails to pay wages owed in accordance with California Labor Code §§ 201-
28 202, then the wages of the employee shall continue as a penalty from the due date, and at the

1 same rate until paid, but the wages shall not continue for more than thirty (30) days. Likewise,
2 California Labor Code § 210 provides penalties for untimely payments during employment.
3 Under California Labor Code §§ 203, 210 and 218, employees may sue to recover applicable
4 penalties.

5 118. As alleged herein and as a matter of policy and practice, DEFENDANT routinely
6 underpays sick pay wages and thus did not timely pay PLAINTIFFS and the other members of
7 the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result,
8 DEFENDANT violates California Labor Code §§ 201-203, 210, 233, and 246, among other
9 Labor Code provisions. PLAINTIFFS are informed and believe that DEFENDANT was advised
10 by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it
11 relates to PLAINTIFFS' allegations, especially since the California Supreme Court has explained
12 that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is
13 entitled as a part of his or her compensation, including money, room, board, clothing, vacation
14 pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis
15 added). Because DEFENDANT willfully fails to timely pay PLAINTIFFS and the other
16 members of the CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is
17 subject to applicable penalties.

18 119. Such a pattern, practice, and uniform administration of corporate policy is
19 unlawful and entitles PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-
20 CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's
21 fees, and costs of suit.

22 **NINTH CAUSE OF ACTION**

23 **For Failure to Pay All Wages Due to Discharged and Quitting Employees**

24 **[Cal. Labor Code §§ 201-204, 210, 227.3, 558]**

25 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

26 **and Against All Defendants)**

27 120. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
28 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior

1 paragraphs of this Complaint.

2 121. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
3 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
4 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
5 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
6 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
7 quit, in which case the employee is entitled to his or her wages at the time of quitting.

8 122. Within the applicable statute of limitations, the employment of at least one of the
9 PLAINTIFFS and many other members of the CALIFORNIA LABOR SUB-CLASS ended, i.e.
10 was legally terminated, and the employment of others will be. However, during the relevant time
11 period, DEFENDANT failed, and continue to fail to pay terminated CALIFORNIA LABOR
12 SUB-CLASS Members, without abatement, all accrued wages and other compensation required
13 to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within
14 seventy-two (72) hours of their leaving DEFENDANT'S employ.

15 123. Additionally, DEFENDANT failed to pay the CALIFORNIA LABOR SUB-
16 CLASS Members the full amount of vested vacation and holiday time that they were owed on the
17 date of their separation from employment pursuant to DEFENDANT'S uniform vacation policies
18 and applicable California law. DEFENDANT'S uniform practice and policy of failing to pay the
19 CALIFORNIA LABOR SUB-CLASS for all vested vacation and holiday time accumulated at
20 employment termination violated and continues to violate § 227.3 of the California Labor Code.

21 124. DEFENDANT'S failure to pay those CALIFORNIA LABOR SUB-CLASS
22 Members who are no longer employed by DEFENDANT their wages earned and unpaid at the
23 time of discharge, or within seventy-two (72) hours of their leaving DEFENDANT'S employ, is
24 in violation of California Labor Code §§ 201, 202 and 227.3.

25 125. California Labor Code § 203 provides that if an employer willfully fails to pay
26 wages owed, in accordance with §§ 201, 202, and 227.3, then the wages of the employee shall
27 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
28 commenced; but the wages shall not continue for more than thirty (30) days.

126. The CALIFORNIA LABOR SUB-CLASS is entitled to recover from DEFENDANT their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

127. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the CALIFORNIA LABOR SUB-CLASS is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

TENTH CAUSE OF ACTION

For Failure to Provide Suitable Seating

[Cal. Lab. Code §§ 1198, 1194.5, And The Applicable IWC Wage Order]

(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)

128. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

129. At all times herein set forth, California Labor Code §§ 1198, 1194.5, and the Applicable IWC Wage Order provide that an employer must provide employees with suitable seating.

130. In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS Members suitable seating when the nature of these employees' work reasonably permitted sitting.

131. DEFENDANT knew or should have known that PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that DEFENDANT did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties.

132. By reason of this conduct applicable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members, DEFENDANT violated California Labor Code §§ 1198, 1194.5, and the

1 applicable IWC Wage Order by willfully failing to provide suitable seats. PLAINTIFFS seek
2 penalties on behalf of PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members as
3 provided herein.

4 **ELEVENTH CAUSE OF ACTION**

5 **For Failure To Maintain Records**

6 **[Cal. Lab. Code §§ 226, 1174, 1174.5, California Code of Regulations, Title 8, § 11040,**

7 **Subdivision 7, And The Applicable IWC Wage Order]**

8 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**

9 133. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
10 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 134. As noted above, California Labor Code §§ 226 provides that an employer must
13 furnish employees with an “accurate itemized” statement. California Labor Code § 1174
14 provides that employers must maintain and keep certain records, including payroll records
15 showing all hours worked on a daily basis, wages paid, piece rate units earned, and applicable
16 piece rates. California Labor Code § 1174.5 provides that any employer who willfully fails to
17 maintain the records required by § 1174 shall be subject to a civil penalty of \$500. Section 7 of
18 the applicable IWC Wage Order provides that employers must keep accurate records with respect
19 to each employee showing:

- 20 (1) Full name, home address, occupation and social security number.
21 (2) Birth date, if under 18 years, and designation as a minor.
22 (3) Time records showing when the employee begins and ends each work period. Meal
23 periods, split shift intervals and total daily hours worked shall also be recorded. Meal
24 periods during which operations cease and authorized rest periods need not be
25 recorded.
26 (4) Total wages paid each payroll period, including value of board, lodging, or other
27 compensation actually furnished to the employee.
28 (5) Total hours worked in the payroll period and applicable rates of pay. This information
shall be made readily available to the employee upon reasonable request.
(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the
incentive plan formula shall be provided to employees. An accurate production record
shall be maintained by the employer.

135. During the CLASS PERIOD, DEFENDANT deprived PLAINTIFFS and

1 CALIFORNIA LABOR SUB-CLASS Members of all wages earned and due, DEFENDANT
2 willfully failed to maintain the records required by § 1174 and the applicable IWC Wage Order
3 for the CALIFORNIA LABOR SUB-CLASS Members, including but not limited to the
4 following records: total hours worked by each employee; applicable rates of pay; all deductions;
5 time records showing when each employee begins and ends each meal period; time records
6 showing when each employee begins and ends each work period; and accurate itemized
7 statements.

8 136. As a proximate result of DEFENDANT’S unlawful actions and omissions,
9 PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members are entitled to all wages
10 earned and due, plus interest thereon. Additionally, PLAINTIFFS and CALIFORNIA LABOR
11 SUB-CLASS Members are entitled to all available statutory penalties, including but not limited to
12 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
13 costs, expenses, and reasonable attorneys’ fees, including but not limited to those provided in
14 California Labor Code § 226(e), as well as other available remedies.

15 **TWELFTH CAUSE OF ACTION**

16 **For Violation of the Private Attorneys General Act**

17 **[Cal. Lab. Code §§ 2698, *et seq.*]**

18 **(By PLAINTIFFS and the AGGRIEVED EMPLOYEES and Against All Defendants)**

19 137. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
20 herein, the prior paragraphs of this Complaint.

21 138. PAGA is a mechanism by which the State of California itself can enforce state
22 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
23 state’s labor law enforcement agencies. An action to recover civil penalties under PAGA is
24 fundamentally a law enforcement action designed to protect the public and not to benefit private
25 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
26 of “deputizing” citizens as private attorneys general to enforce the Labor Code. In enacting
27 PAGA, the California Legislature specified that “it was ... in the public interest to allow aggrieved
28 employees, acting as private attorneys general to recover civil penalties for Labor Code violations

1 ...” Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

2 139. PLAINTIFFS, and such persons that may be added from time to time who satisfy
3 the requirements and exhaust the administrative procedures under the Private Attorney General
4 Act, bring this Representative Action on behalf of the State of California with respect to
5 themselves and all Flight Attendants employed by DEFENDANT and based in the state of
6 California (“AGGRIEVED EMPLOYEES”) during the time period of October 2, 2022 until a
7 date as determined by the Court (the “PAGA PERIOD”).

8 140. On October 2, 2023, PLAINTIFFS gave written notice by electronic mail to the
9 Labor and Workforce Development Agency (the “Agency”) and by certified mail to the employer
10 of the specific provisions of this code alleged to have been violated as required by Labor Code
11 § 2699.3. The statutory waiting period for PLAINTIFFS to add these allegations to the
12 Complaint has expired. As a result, pursuant to § 2699.3, PLAINTIFFS may now commence a
13 representative civil action under PAGA pursuant to § 2699 as the proxy of the State of California
14 with respect to all AGGRIEVED EMPLOYEES as herein defined.

15 141. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
17 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
18 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to
19 pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses,
20 and (f) failed to provide wages when due, all in violation of the applicable California Labor Code
21 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3,
22 233, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1197, 1197.1,
23 1198, 2699, 2802, 2804, California Code of Regulations, Title 8, § 11040, Subdivision 5(A)-(B),
24 California Code of Regulations, Title 8, § 11040, Subdivision 7, California Code of Regulations,
25 Title 8, § 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby
26 gives rise to civil penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of
27

28 ¹ Plaintiffs specifically exclude and/or does not allege any claims under California Labor Code §558(a)(3).

1 only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
2 representative of the State of California for the illegal conduct perpetrated on PLAINTIFFS and
3 the AGGRIEVED EMPLOYEES.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
6 severally, as follows:

7 1. On behalf of the CALIFORNIA CLASS:

- 8 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
9 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
10 B) An order temporarily, preliminarily and permanently enjoining and restraining
11 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
12 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
13 withheld from compensation due to PLAINTIFFS and the other members of the
14 CALIFORNIA CLASS; and,
15 D) Restitutionary disgorgement of DEFENDANT'S ill-gotten gains into a fluid fund
16 for restitution of the sums incidental to DEFENDANT'S violations due to
17 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

18 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 19 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth,
20 Ninth, Tenth, and Eleventh Causes of Action asserted by the CALIFORNIA
21 LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
22 B) Compensatory damages, according to proof at trial, including compensatory
23 damages for minimum and overtime compensation due PLAINTIFFS and the
24 other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
25 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
26 statutory rate;
27 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
28 which a violation occurs and one hundred dollars (\$100) per each member of the

- 1 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
2 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
3 an award of costs for violation of California Labor Code § 226;
- 4 D) Meal and rest period compensation pursuant to California Labor Code §§ 226.7,
5 512 and the applicable IWC Wage Order;
- 6 E) For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197;
- 7 F) The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA
8 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
9 costs of suit.; and,
- 10 G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-
11 CLASS as a penalty from the due date thereof at the same rate until paid or until
12 an action therefore is commenced, in accordance with California Labor Code
13 § 203.
- 14 3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- 15 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
16 General Act of 2004; and,
- 17 B) An award of attorneys' fees and cost of suit, as allowable under the law, including,
18 but not limited to, pursuant to Labor Code §2699
- 19 4. On all claims:
- 20 A) An award of interest, including prejudgment interest at the legal rate;
- 21 B) Such other and further relief as the Court deems just and equitable; and,
- 22 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
23 including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or
24 §2802.
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Dated: December ___, 2024

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for Plaintiff

EXHIBIT E

[JOINT STIPULATION FOR DISMISSAL]

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8

9 Attorneys for Defendant
ALASKA AIRLINES, INC.

10 **Admitted Pro Hac Vice*

11 **Additional Counsel listed on the next page*
12

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15

16 JOHNATHAN VIGIL, an individual, on
17 behalf of himself and on behalf of all
18 persons similarly situated,

19 Plaintiff,

20 v.

21 ALASKA AIRLINES, INC., a
Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.
24
25
26
27
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CASE NO. 4:23-CV-05701-YGR

**JOINT STIPULATION FOR
DISMISSAL PURSUANT TO
FRCP 41(a)(1)(A)(ii)**

Complaint Filed: October 3, 2023
Removal Filed: November 6, 2023

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

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18 adolfo@bamlawca.com.

19 Attorneys for Plaintiff

20 JOHNATHAN VIGIL

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1 On August 23, 2024, Defendant Alaska Airlines, Inc., (“Alaska”) and Plaintiff
2 Johnathan Vigil (“Plaintiff”) (collectively, the “Parties”) participated in private
3 mediation. The Parties subsequently agreed to a global settlement resolving this action
4 and a related representative action filed on January 19, 2024 in Alameda County entitled
5 *Johnathan Vigil v. Alaska Airlines, Inc.*, Case No. 24CV060637 (“PAGA Action”). The
6 Parties intend to seek final approval of the class action settlement in the PAGA Action.

7 Accordingly, the Parties, through their counsel of record, hereby stipulate,
8 pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), in consideration of a
9 negotiated global settlement executed by them, to a dismissal with prejudice as to
10 Plaintiff only and a dismissal without prejudice as to the remaining claims and as the
11 remaining class members, with each party to bear its own attorneys' fees and costs.

12 **IT IS SO STIPULATED.**

13
14 DATED: _____, 2024

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

15
16 By: /s/ _____
17 Christine T. LeVu
Attorneys for Plaintiffs Johnathan Vigil

18
19 DATED: _____, 2024

JONES DAY

20
21 By: /s/ Amanda Sommerfeld
22 Amanda C. Sommerfeld
23 asommerfeld@jonesday.com
24 555 South Flower Street, Fiftieth Floor
Los Angeles, CA 90071.2452
Telephone: (213) 489-3939

25 Attorneys for Defendant Alaska
26 Airlines, Inc.
27
28

1 I, Christine T. LeVu, am the ECF User whose identification and password are
2 being used to file this Joint Stipulation and Order. In compliance with Local Rule 5-
3 1(i)(3), I hereby attest that all signatories hereto concurred in and authorized this
4 filing.

5 _____
Christine T. LeVu
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EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 07/07/2025
Due On: 08/06/2025

Johnathan Vigil
2260 Market St., Unit A
San Francisco, CA 94114

CA3085

Alaska Airlines

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	08/28/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal courts. Research Defendant's business operations in CA. Review previous settlements against Alaska and class definitions. Discuss claims with Plaintiff.	3.80	\$850.00	\$3,230.00
NDB	08/30/2023	Review emails and docs from Plaintiff regarding individual claims for retaliation. Review and research off the clock claims and retaliation claims. Analyze recent court orders and settlements.	3.10	\$850.00	\$2,635.00
NDB	08/31/2023	Review and analyze entire employment file for legal claims. Review all paystubs for regular rate violations. Legal research regarding recent court opinions. Conference with Plaintiff.	4.30	\$850.00	\$3,655.00
NDB	09/02/2023	Review CBA and case law regarding flight attendants and union pre-emption issues. Legal research re LMRA and motions to dismiss in previous cases.	3.20	\$850.00	\$2,720.00
NDB	09/06/2023	Review facts and law. Draft complaint.	4.50	\$850.00	\$3,825.00
NDB	09/17/2023	Draft complaint. Review and analyze meal and rest break class cert issues.	3.10	\$850.00	\$2,635.00
NDB	09/27/2023	Review and revise complaint. Analyze facts and	2.20	\$850.00	\$1,870.00

		law. Send complaint for approval to client. Discuss complaint and claims with client and obtain approval to file.			
NDB	09/29/2023	Review case file and complaint. Draft internal case notes memo detailing facts and violations.	2.10	\$850.00	\$1,785.00
RE	10/01/2023	Review case notes/damage analysis	0.75	\$675.00	\$506.25
RE	10/01/2023	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
NDB	10/01/2023	Review and research PAGA claims. Draft PAGA Notice.	2.00	\$850.00	\$1,700.00
RE	10/02/2023	Review/edit/revise class action complaint draft; finalize complaint for next day filing	3.00	\$675.00	\$2,025.00
KN	10/02/2023	Review research and information from ND; review draft complaint; analysis of facts and claims; provide input to ND and RE	2.75	\$950.00	\$2,612.50
RE	10/03/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	10/03/2023	Review & finalize class action complaint package; file in SF Sup. Ct.	0.75	\$675.00	\$506.25
RE	10/03/2023	Review court returned docs re class action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.75	\$675.00	\$506.25
KN	10/03/2023	Review final complaint; review PAGA notice	0.50	\$950.00	\$475.00
KN	10/04/2023	Review filed documents and court notices; review memo from RE	0.30	\$950.00	\$285.00
YS	11/02/2023	Add case to Team C's MASTER excel sheet	0.10	\$250.00	\$25.00
ASC	11/06/2023	Review status of case, check court's website and docket; case removed: Prepare and file Notice of Appearance for AGR	0.40	\$250.00	\$100.00
CL	11/06/2023	Receipt and review Certificate of Interested Entities by Alaska Airlines, Inc. identifying Corporate Parent Alaska Air Group for Alaska Airlines, Inc.	0.30	\$750.00	\$225.00
CL	11/06/2023	Receipt and review Rule 7.1 Disclosures by Alaska Airlines, Inc. identifying Corporate Parent Alaska Air Group for Alaska Airlines, Inc.	0.20	\$750.00	\$150.00
CL	11/06/2023	Receipt and review Initial Case Management Scheduling Order with ADR Deadlines	0.30	\$750.00	\$225.00
CL	11/06/2023	Receipt and review notice of Case assigned to Magistrate Judge Sallie Kim	0.20	\$750.00	\$150.00

CL	11/06/2023	Receipt and review Notice of Removal	0.40	\$750.00	\$300.00
CL	11/08/2023	Receipt and review Order by Judge Sallie Kim denying Motion for Pro Hac Vice Without Prejudice	0.30	\$750.00	\$225.00
CL	11/08/2023	Receipt and review Amended MOTION for leave to appear in Pro Hac Vice	0.30	\$750.00	\$225.00
YS	11/08/2023	Review summons for the class case, add case to firm's discovery excel chart and class list info spreadsheet, review file for order staying discovery and any scheduled CMC, confirmed state and federal CMCs are calendared, add case Courtlinks to receive notifications.	0.30	\$250.00	\$75.00
KN	11/08/2023	Review notice of removal; analysis of issues and facts contain in removal papers; memo to staff	0.50	\$950.00	\$475.00
YS	11/09/2023	Check calendar for any Nov deadlines, add CLASS case to team's Monthly Chart spreadsheet. Confirm flowchart is in the file.	0.20	\$250.00	\$50.00
CL	11/13/2023	Receipt and review Order by Magistrate Judge Sallie Kim granting Motion for Pro Hac Vice.	0.20	\$750.00	\$150.00
CL	11/13/2023	Review and analyze Motion to Dismiss.	0.40	\$750.00	\$300.00
CL	11/13/2023	Receipt and review Motion to Dismiss; Discuss with AJ re: same.	0.60	\$750.00	\$450.00
ASC	11/13/2023	Reach out to client via email and text to set up phone call with CTL re Motion to dismiss	0.30	\$250.00	\$75.00
ASC	11/13/2023	Confirm phone call meeting with client on 11/17 at 11 am with CTL re MTD, calendar	0.30	\$250.00	\$75.00
JH	11/13/2023	Review MTD and advise CL re opp	1.00	\$750.00	\$750.00
ASC	11/15/2023	Draft and Finalize Declination of Magistrate form, add POS, file via ECF, circulate	0.50	\$250.00	\$125.00
CL	11/15/2023	Finalize Consent/Declination of Magistrate.	0.30	\$750.00	\$225.00
CL	11/15/2023	Receipt and review Clerk's Notice of Impending Reassignment to District Court.	0.10	\$750.00	\$75.00
ASC	11/16/2023	Communicate with client re move call with CTL 11/17; CL OK	0.20	\$250.00	\$50.00
CL	11/16/2023	Receipt and review Order Reassigning Case.	0.30	\$750.00	\$225.00
KN	11/16/2023	Review Court orders; review motion to dismiss; provide input to Team re opposition	1.00	\$950.00	\$950.00
CL	11/17/2023	Prepare for conference call with J. Vigil in preparation for revisions to First Amended Complaint; Analyze Motion to Dismiss in	1.40	\$750.00	\$1,050.00

		preparation for same; Legal research re: cost of reimbursement allegations.			
YS	11/17/2023	Review original documents provided by client, converted them to PDF and combined for CTL.	0.60	\$250.00	\$150.00
ASC	11/17/2023	Review docket re case reassigned, confirm briefing schedule for motion to dismiss unchanged, research timing to amend pleadings, draft FAC	1.00	\$250.00	\$250.00
CL	11/17/2023	Telephone call with J. Vigil re: motion to dismiss and claims; Prepare for telephone call with J. Vigil in preparation for Opposition to Motion to Dismiss.	2.50	\$750.00	\$1,875.00
ASC	11/17/2023	Download and save texts from client, update file	0.30	\$250.00	\$75.00
CL	11/17/2023	Revise First Amended Complaint; Email to J. Vigil re: revisions to same.	2.70	\$750.00	\$2,025.00
CL	11/21/2023	Telephone call to J. Vigil re: revisions to First Amended Complaint.	0.40	\$750.00	\$300.00
CL	11/21/2023	Telephone call from K. Bank re: cell phone reimbursements and deposition testimony.	0.20	\$750.00	\$150.00
CL	11/21/2023	Revise First Amended Complaint; Email to J. Vigil re: revisions to First Amended Complaint; Discuss with Nick re: same.	1.20	\$750.00	\$900.00
CL	11/21/2023	Receipt and review Clerk's Notice Setting CMC	0.30	\$750.00	\$225.00
KN	11/21/2023	Review final draft of FAC; provide input; review status	0.50	\$950.00	\$475.00
YS	11/22/2023	Finalize FAC for filing, prepare certificate of service, file via ECF. Sent FAC to Courtdocs to circulate.	0.50	\$250.00	\$125.00
CL	11/22/2023	Receipt and review notice of Motions to Dismiss Terminated re Amended Complaint.	0.20	\$750.00	\$150.00
ASC	11/28/2023	Research local rules and chamber rules re noticing and filing motion to remand and appearance	1.00	\$250.00	\$250.00
ASC	11/29/2023	Class - Draft notice of motion to remand, memorandum and proposed order	1.50	\$250.00	\$375.00
AR	12/01/2023	Review and outline removal pleadings in advance of drafting remand motion.	1.50	\$550.00	\$825.00
AR	12/01/2023	Draft notice of motion; prepare for filing.	0.80	\$550.00	\$440.00
AR	12/01/2023	Draft proposed order; prepare for filing.	0.70	\$550.00	\$385.00
AR	12/01/2023	Being drafting memorandum of points and	1.40	\$550.00	\$770.00

authorities in support of remand.					
KN	12/04/2023	Review draft motion to remand; review Team outline and information; provide input	1.00	\$950.00	\$950.00
AR	12/05/2023	Continue drafting remand motion.	1.80	\$550.00	\$990.00
ASC	12/06/2023	Research local rules and chamber rules re filing of motions, notices requirement, proposed orders and courtesy copies	0.50	\$250.00	\$125.00
CL	12/06/2023	Receipt and review re Defendant's Motion to Dismiss FAC.	0.40	\$750.00	\$300.00
ASC	12/06/2023	Combine and finalize notice of motion and motion to remand, add tables, file via ECF, serve proposed order via email and place order with Knox for delivery of hardcopies	1.50	\$250.00	\$375.00
AR	12/06/2023	Review and outline local rules; multiple correspondence with AC regarding hearing and filing of remand motion.	0.80	\$550.00	\$440.00
AR	12/06/2023	Research regarding amount in controversy and minimum wage claims; complete draft of remand motion and related documents; multiple correspondence with AC regarding the same.	2.50	\$550.00	\$1,375.00
AR	12/06/2023	Update remand motion and proposed order pursuant to correspondence with AC; finalize for service.	0.70	\$550.00	\$385.00
CL	12/18/2023	Legal research re cases distinguishing Landers for the proposition that allegations of specific workweeks when overtime or minimum wages are required to be alleged in preparation for motion to dismiss; Draft argument on overtime and minimum wages sufficiently pled.	3.50	\$750.00	\$2,625.00
CL	12/19/2023	Drafting argument to opposition to motion to dismiss re: sick pay claims and wage statement claims.	2.70	\$750.00	\$2,025.00
CL	12/19/2023	Drafting argument to opposition to motion to dismiss re meal and rest break claims sufficiently pled.	2.90	\$750.00	\$2,175.00
CL	12/19/2023	Drafting argument to opposition to motion to dismiss re UCL claim sufficiently pled.	3.30	\$750.00	\$2,475.00
KN	12/19/2023	Review draft opposition to motion to dismiss; review research from CL; analysis of issues; provide input to Team	1.00	\$950.00	\$950.00
CL	12/20/2023	Revise Opposition to Motion to Dismiss.	3.60	\$750.00	\$2,700.00
CL	12/20/2023	Finalize Opposition to Motion to Dismiss.	0.40	\$750.00	\$300.00

CL	12/21/2023	Receipt and review Notice Resetting Case Management Conference.	0.20	\$750.00	\$150.00
CL	12/21/2023	Receipt and review Opposition to Motion to Remand.	0.40	\$750.00	\$300.00
YS	12/21/2023	Create TOC/TOA for oppo for motion to dismiss P's FAC. Finalize for service. File via ECF. Email to Court Docs.	5.00	\$250.00	\$1,250.00
AR	12/21/2023	Review and outline opposition to motion to remand and corresponding document; multiple correspondence regarding the same.	1.30	\$550.00	\$715.00
YS	12/21/2023	Placed order for courtesy copies re oppo for motion to dismiss P's FAC to chamber via Knox.	0.20	\$250.00	\$50.00
AR	12/22/2023	Begin drafting reply in support of remand motion.	1.00	\$550.00	\$550.00
PM	12/22/2023	Review Def. opposition to motion for remand and advise AR re the same and strategy for reply.	0.50	\$750.00	\$375.00
AR	12/26/2023	egin drafting reply in support of remand motion.	2.30	\$550.00	\$1,265.00
SB	12/26/2023	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
ASC	12/27/2023	Review local rules and chambers rules for motion to remand; discuss with AGR	0.30	\$250.00	\$75.00
YS	12/27/2023	Populate TOC/TOA for reply brief ISO motion to remand.	3.00	\$250.00	\$750.00
YS	12/27/2023	Finalize reply brief ISO motion to remand. File via ECF. Place order via Knox re courtesy copies. Email to Court Docs.	0.50	\$250.00	\$125.00
AR	12/27/2023	Complete remand motion; submit for tables.	1.70	\$550.00	\$935.00
AR	12/27/2023	Review and outline local rules; draft summary correspondence.	0.70	\$550.00	\$385.00
KN	12/27/2023	Review final draft of reply brief	0.40	\$950.00	\$380.00
SB	01/03/2024	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
CL	01/12/2024	Receipt and review Order denying remand and granting in party motion to dismiss.	0.40	\$750.00	\$300.00
CL	01/12/2024	Receipt and review notices re deadlines and hearings regarding CMC.	0.20	\$750.00	\$150.00
YS	01/12/2024	Review status of case in court's docket, Confirm 1/16 Hearing on MTD/Remand Plaintiff's off calendar, no appearance to arrange	0.30	\$250.00	\$75.00
KN	01/13/2024	Review status and order on motion for remand and motion to dismiss; analysis of issues; advise Team	0.50	\$950.00	\$475.00

CL	01/14/2024	Receipt and review Order that hearing is off calendar	0.20	\$750.00	\$150.00
ASC	01/16/2024	Review local rules and chamber rules re ADR cert form and M&C re FRCP 26f; draft adr cert form and initial disclosures	1.00	\$250.00	\$250.00
ASC	01/16/2024	Email client re next hearing and ADR handbook link to review information	0.30	\$250.00	\$75.00
CL	01/19/2024	Discuss with Rico re: removal of 2802 claim in preparation for drafting of PAGA Action.	0.30	\$750.00	\$225.00
RE	01/19/2024	Confer w AJ re PAGA only action; draft PAGA only complaint	4.50	\$675.00	\$3,037.50
RE	01/19/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	01/19/2024	Review & finalize PAGA only complaint package; file in Alameda Sup. Ct.	0.75	\$675.00	\$506.25
RE	01/19/2024	Review court-returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.75	\$675.00	\$506.25
RE	01/19/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
KN	01/19/2024	Review draft PAGA complaint; analysis of issues; advise RE	0.75	\$950.00	\$712.50
ASC	01/23/2024	Follow up with client re reading ADR information; Client OK	0.20	\$250.00	\$50.00
AR	01/25/2024	Review and outline order; draft summary re motion to dismiss and remand.	0.70	\$550.00	\$385.00
AR	01/26/2024	Multiple correspondence with client regarding claims; teleconference regarding the same.	0.80	\$550.00	\$440.00
YS	01/26/2024	Update file with email correspondence from client re CA Meal and Rest Legislative Fix.	0.10	\$250.00	\$25.00
JH	01/29/2024	Review Order on MTD; advise AR	1.00	\$750.00	\$750.00
ASC	01/29/2024	Review court's orders, continue deadline for initial disclosures, email AGR re M&C wOPC	0.50	\$250.00	\$125.00
AR	01/29/2024	Multiple correspondence with JH regarding motion to dismiss; review cases.	0.40	\$550.00	\$220.00
AR	01/29/2024	Research regarding amended complaint and 17200 allegations; draft summary.	1.60	\$550.00	\$880.00
AR	01/30/2024	Multiple correspondence with PM regarding amended pleadings.	0.40	\$550.00	\$220.00

AR	01/30/2024	Review and outline oppositions; draft second amended complaint and submit to CTL.	1.50	\$550.00	\$825.00
ASC	01/30/2024	Email OPC to set up a meeting re initial disclosures per court's order	0.20	\$250.00	\$50.00
ASC	01/31/2024	Follow up via email with OPC to set up a meeting re initial disclosures per court's order	0.20	\$250.00	\$50.00
CL	01/31/2024	Email to/from A. Markel re: meet and confer re: 26f conference.	0.20	\$750.00	\$150.00
CL	02/01/2024	Draft 26f Report; review and analyze Judge Rogers Standing Orders and Northern District Standing Orders in preparation for same.	1.40	\$750.00	\$1,050.00
CL	02/01/2024	Conference call with A. Markel and Adolfo re: 26f conference, 26f Report; and mediation.	0.60	\$750.00	\$450.00
CL	02/01/2024	Email to Markel and Adolfo re: 26f conference, 26f Report; and mediation.	0.30	\$750.00	\$225.00
YS	02/01/2024	Review email from OPC re service list. Prepare POS with OPC info. Update file with POS.	0.20	\$250.00	\$50.00
CL	02/01/2024	Email from A. Markel re: mediation and SB 41.	0.30	\$750.00	\$225.00
CL	02/01/2024	Revise Second Amended Complaint re UCL claim and meal and rest break claim; Legal research re prospective business practices related to injunctive relief.	2.60	\$750.00	\$1,950.00
CL	02/01/2024	Email to J. Virgil re: revisions to Second Amended Complaint re UCL claim and meal and rest break claim.	0.30	\$750.00	\$225.00
ASC	02/01/2024	M&C with opposing counsel re initial disclosures, discovery plan, ADR, service list	0.60	\$250.00	\$150.00
AR	02/01/2024	Teleconference with CTL regarding amended complaint; review revisions.	0.60	\$550.00	\$330.00
AR	02/01/2024	Multiple correspondence with client regarding amended complaint.	0.40	\$550.00	\$220.00
KN	02/01/2024	Review draft SAC; review Team research regarding UCL; analyze issues and advise staff	0.60	\$950.00	\$570.00
JH	02/02/2024	Further discuss amended UCL pleading with CL	0.50	\$750.00	\$375.00
AR	02/02/2024	Revise and finalize draft second amended complaint; submit for filing.	0.80	\$550.00	\$440.00
YS	02/02/2024	Finalize SAC for service. Review local and chamber rules re filing requirements. File SAC via ECF. Email to chambers re filed and red-lined version of SAC. Place order with Knox re courtesy copies.	0.80	\$250.00	\$200.00

ASC	02/05/2024	Finalize and file ADR Certification via ECF; serve copy on client	0.30	\$250.00	\$75.00
CL	02/05/2024	Finalize ADR Certification and discussion with Adolfo re: same.	0.30	\$750.00	\$225.00
ASC	02/09/2024	Check status of CMC on court's website and Judge's requirement re notice of counsel appearing at CMC; CMC continued, confirm new date and deadline on calendar, no action needed today	0.30	\$250.00	\$75.00
CL	02/12/2024	Email from A. Markel re meet and confer re: Joint Report and Second Amended Complaint.	0.30	\$750.00	\$225.00
CL	02/13/2024	Prepare for telephone call with A. Markel re meal/rest period claims and motion to dismiss.	0.30	\$750.00	\$225.00
CL	02/13/2024	Telephone call with A. Markel re meal/rest period claims and motion to dismiss.	0.60	\$750.00	\$450.00
CL	02/13/2024	Email from A. Markel re case law re meal and rest claim and joint case management statement.	0.40	\$750.00	\$300.00
AR	02/14/2024	Receive and review revisions to 26f report; draft follow up correspondence.	1.30	\$550.00	\$715.00
YS	02/15/2024	Finalize parties' joint case management statement and proposed order for service. File via ECF. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
YS	02/15/2024	Finalize initial disclosures. Update POS with correct OPC info. Email to OPC and Court Docs re initial disclosures.	0.50	\$250.00	\$125.00
AR	02/15/2024	Finalize draft 26f report; draft follow up correspondence regarding the same; submit for filing.	0.70	\$550.00	\$385.00
AR	02/15/2024	Draft initial disclosures; submit for service.	0.80	\$550.00	\$440.00
CL	02/15/2024	Receipt and review Defendant's Initial Disclosures.	0.40	\$750.00	\$300.00
KN	02/15/2024	Review status; review initial disclosures; review Rule 26 report	0.50	\$950.00	\$475.00
YS	02/20/2024	Organize documents provided by Plaintiff. Update documents with bate stamps.	0.50	\$250.00	\$125.00
ASC	02/22/2024	Research re communications with chambers regarding appearances	0.30	\$250.00	\$75.00
AR	02/23/2024	Review and outline orders; draft correspondence with clerk regarding appearance.	0.40	\$550.00	\$220.00
CL	02/23/2024	Receipt and review Answer to Complaint.	0.50	\$750.00	\$375.00

CL	02/23/2024	Email from A. Markel re: notice of appearance and correspondence with clerk; Email from E. Cuenco re: updated appearances.	0.20	\$750.00	\$150.00
YS	02/23/2024	Review status of case, Confirm 2/26 Initial CMC hearing still on calendar, circulate zoom link to appear remotely.	0.20	\$250.00	\$50.00
AR	02/26/2024	Review and outline file for status in advance of CMC; teleconference with CTL regarding the same.	1.30	\$550.00	\$715.00
AR	02/26/2024	Prepare for and attend CMC; draft and circulate summary; multiple follow up correspondence.	1.00	\$550.00	\$550.00
CL	03/05/2024	Receipt and review Notice of case reassignment .	0.30	\$750.00	\$225.00
AR	03/06/2024	Review and outline order; multiple correspondence with CTL regarding claims.	0.60	\$550.00	\$330.00
JH	03/08/2024	Research issues re meal and rest and OT preemption under RLA	1.00	\$750.00	\$750.00
CL	03/08/2024	Receipt and review CBA to determine if it complies with RLA; Review and analyze case law re LC 512.2 and overtime exemption under CBA; Discuss with AJ re same.	2.30	\$750.00	\$1,725.00
AR	03/11/2024	Multiple correspondence regarding status; review and outline orders; draft follow up correspondence regarding discovery.	0.80	\$550.00	\$440.00
AB	03/12/2024	Review/analyze corr from team re dismissal meal/ rest and OT. Review/analyze status of discovery / deadlines in case. Draft/send memo re same to team.	2.80	\$895.00	\$2,506.00
KN	03/12/2024	Review status; review research on preemption from Team; analysis of CBA issues and LC 512; provide input	1.00	\$950.00	\$950.00
AR	03/15/2024	Review file and outline claims; draft initial discovery; submit for service.	1.70	\$550.00	\$935.00
YS	03/15/2024	[Class] Finalize discovery requests - set one for service. Prepare POS. Email to OPC re requests.	0.30	\$250.00	\$75.00
YS	03/15/2024	[Class] Prepare draft of BW notice to be attached to discovery requests.	0.10	\$250.00	\$25.00
RE	03/18/2024	Review file; prep docs for service of process re PAGA action; identify reg. agent; send out for service via knox	0.75	\$675.00	\$506.25
RE	03/18/2024	File proof of service of summons re PAGA action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
YS	03/20/2024	[PAGA] Review filed POS re Summons and	0.10	\$250.00	\$25.00

		Complaint. Update internal spreadsheet re discovery with service date.			
CL	04/01/2024	Email from A. Markel re: motion for sanctions and dismissal; Receipt and review Defendant's motion for sanctions; Discuss with AJ re: same.	0.50	\$750.00	\$375.00
CL	04/01/2024	Email to A. Markel re: stipulation to dismiss under Rule 42 and consent.	0.30	\$750.00	\$225.00
CL	04/02/2024	Multiple emails from/to A. Markel re: meet and confer re stipulation re dismissal per FRCP 41 and consent to do so.	0.40	\$750.00	\$300.00
CL	04/02/2024	Email to A. Markel re: telephone call re dismissal.	0.20	\$750.00	\$150.00
AB	04/02/2024	Review/analyze motion for sanctions	2.00	\$895.00	\$1,790.00
KN	04/02/2024	Review motion for sanctions; analysis of sanctions issues; discuss with AB; provide input re: next steps.	0.60	\$950.00	\$570.00
CL	04/05/2024	Telephone call with A. Markel re: FRCP 41 and stipulation.	0.30	\$750.00	\$225.00
CL	04/05/2024	Email to A. Markel re: FRCP 41 and stipulation.	0.20	\$750.00	\$150.00
CL	04/05/2024	Draft Stipulation to Dismiss without prejudice pursuant to FRCP 41.	0.50	\$750.00	\$375.00
CL	04/05/2024	Draft Proposed Order Stipulation to Dismiss without prejudice pursuant to FRCP 41.	5.71	\$750.00	\$4,281.67
CL	04/05/2024	Multiple emails from/to client re: off-the-clock work and motion for sanctions and conference call.	0.30	\$750.00	\$225.00
CL	04/08/2024	Telephone call to A. Markel re meet and confer re dismissal and stipulation related to preempted claims.	0.40	\$750.00	\$300.00
CL	04/08/2024	Telephone call to J. Virgil re meet and confer re dismissal and stipulation related to preempted claims.	0.40	\$750.00	\$300.00
RE	04/10/2024	Serve paga only FAC; upload FAC to PAGA website for future verification of notice to LWDA	0.30	\$675.00	\$202.50
VR	04/22/2024	Correspondence with Opposing Counsel: correspondence with Def re dismissal of claims; legal research re motion for sanctions, re Rule 41 dismissal, re Rule 15 dismissal of claims; advise NDB	2.00	\$750.00	\$1,500.00
AR	04/22/2024	Multiple correspondence regarding amendment; draft summary of prior meet and confer efforts.	0.80	\$550.00	\$440.00
PM	04/23/2024	Review and analyze Def. Motion to Stay; strategize re opposition to Def. motion to stay;	3.50	\$750.00	\$2,625.00

		legal research re the same; review status of action and next steps regarding amendment in class action.			
AB	04/23/2024	Review / analyze Rule 15 / Roche v. Dollar Tree Stores, Inc. (E.D.Cal. Nov. 28, 2023, No. 2:23-CV-02262-KJM-KJN) 2023 U.S. Dist. LEXIS 212236 / corr from partner re same/amendment issues / draft and send memo to partner.	3.60	\$895.00	\$3,222.00
KN	04/23/2024	Review update from Team re: status; review analysis from AB	0.50	\$950.00	\$475.00
YS	04/24/2024	Update internal spreadsheet re class info.	0.20	\$250.00	\$50.00
VR	04/24/2024	Correspondence with Opposing Counsel: correspondence with Defendant re stipulation to amend; legal research re dismissal of claims; advise AJB	0.60	\$750.00	\$450.00
ASC	04/24/2024	Receive email from A. Markel re class size; discuss with Y. Silva	0.30	\$450.00	\$135.00
PM	04/25/2024	Draft/review/revise/finalize opposition to Def. Motion to Stay; draft/review/revise objections to Def. RJN.	4.00	\$750.00	\$3,000.00
KN	04/25/2024	Review motion to stay and draft opposition to motion; advise staff	1.00	\$950.00	\$950.00
YS	04/26/2024	[PAGA] Review oppo to Def's motion to stay. Populate TOC and TOA.	2.00	\$250.00	\$500.00
YS	04/26/2024	[PAGA] Finalize Oppo to Motion to stay and Obj to Def's RJN for service. Prepare POS. File via Onelegal. Email to Court Docs for circulation. Email to Chrystal and Taylor re service via USPS. Review chamber rules re courtesy copy. Submit request to Knox re courtesy copy to dept 15.	0.80	\$250.00	\$200.00
VR	04/26/2024	Review and Revise: review and revise opp to motion to stay; finalize	0.60	\$750.00	\$450.00
VR	04/30/2024	Review and Analyze: review and analyze correspondence between parties; legal research re flight attendant and pay mechanisms; advise AJB	0.90	\$750.00	\$675.00
AB	04/30/2024	Review/analyze def's responses to discovery. Draft M&C.	2.00	\$895.00	\$1,790.00
KN	04/30/2024	Review status and draft TAC; review emails	0.30	\$950.00	\$285.00
YS	05/01/2024	Review file and pleadings re case status. Prepare Third Amended Complaint and stip for leave to file Third Amended Complaint.	1.60	\$250.00	\$400.00
AB	05/01/2024	Review/analyze class cert order from American	2.00	\$895.00	\$1,790.00

Airlines case.					
AB	05/02/2024	Begin review of Alaska-Vigil_0000406-0026047 - Flight Attendant Manual - seek clues for off the clock claim.	6.00	\$895.00	\$5,370.00
YS	05/03/2024	Review status of case, Confirm 5/9 Hearing re Motion to Stay on calendar, Confirm ZOOM link must be requested via email to department. Will request once Notice of Remote Appearance is filed.	0.30	\$250.00	\$75.00
AB	05/03/2024	Continue review of Alaska-Vigil_0000406-0026047 - Flight Attendant Manual - focus on text searching word "clock" throughout	5.00	\$895.00	\$4,475.00
YS	05/06/2024	Prepare Notice of Remote Appearance. Prepare Order re Remote Appearance. File via Onelegal. Service on Defs via USPS, Email to Chrystal and Taylor.	0.50	\$250.00	\$125.00
AB	05/06/2024	Continue review of Alaska-Vigil_0000406-0026047 - Flight Attendant Manual - text search word "time" in relation to off the clock claim.	5.00	\$895.00	\$4,475.00
AR	05/07/2024	Review and outline prior orders and correspondence regarding claims; draft summary correspondence for VR.	0.70	\$550.00	\$385.00
VR	05/07/2024	Review and Revise: review and revise amended complaint; review and revise stipulation re amended complaint; correspondence to Def; review motion to dismiss and rule 11 motion	2.10	\$750.00	\$1,575.00
YS	05/08/2024	Contested tentative ruling re Def's Motion to Stay on court portal.	0.30	\$250.00	\$75.00
VR	05/08/2024	Review and Analyze: review and analyze tentative ruling re motion to amend; advise PM	0.80	\$750.00	\$600.00
AB	05/08/2024	Continue review of Alaska-Vigil_0000406-0026047 - Flight Attendant Manual - text search word "departure" seeking clues for off the clock claim	3.00	\$895.00	\$2,685.00
VR	05/09/2024	Review and Revise: review and revise amended complaint; review opposition; review tentative agreement; appear at motion hearing	1.30	\$750.00	\$975.00
VR	05/13/2024	Review and Revise: review and revise joint motion re amending complaint; revise amended complaint; correspondence to def; research case law re flight attendants	2.50	\$750.00	\$1,875.00
VR	05/13/2024	Review and Analyze: review and analyze def's opposition to motion to amend; review standing orders; review complaint	1.60	\$750.00	\$1,200.00

AB	05/14/2024	Review/analyze overlapping case and prospects of working w/ other firm, including relative statuses of cases. Draft/send memo to partner re same. Analyze amendment issues related to our complaint/motion for sanctions.	2.00	\$895.00	\$1,790.00
AB	05/15/2024	Continue review of Alaska-Vigil_0000406-0026047 - Flight Attendant Manual - focus on searching reading pages involving "terminal" in relation to theory that workers do not accurately record time there	5.00	\$895.00	\$4,475.00
ASC	05/17/2024	Research MTC deadline re defendant's responses	1.00	\$450.00	\$450.00
AB	05/17/2024	Review news article sent from NBB re Delta settlement. Research Delta case. Draft/send corr to team re 226 claim in case advising to keep claim in amendment process.	2.00	\$895.00	\$1,790.00
AR	05/20/2024	Review docket and obtain orders; draft follow up correspondence regarding status of stay.	0.40	\$550.00	\$220.00
AB	05/20/2024	Review Alaska-Vigil_0000406-0026047 - Flight Attendant Manual in relation to "phone" term re clocking in on device.	4.00	\$895.00	\$3,580.00
YS	05/21/2024	Finalize the joint motion for leave to file TAC for service. Mark the attached TAC as Exhibit 1. File via ECF. Convert proposed order to word format. Email pdf and word format of proposed order to Judge's chamber. Email to Court Docs for circulation.	0.70	\$250.00	\$175.00
AB	05/21/2024	Review/analyze corr between team and OPC re: re-notice of 30(b)(6) notice / proposed amended complaint in the PAGA action / mediation. Check available dates w/ Ortman / Cahill / Otero. Draft/ send corr to team re same. Work on revised amended PAGA complaint / prep for 30b6.	4.20	\$895.00	\$3,759.00
YS	05/22/2024	Telephone call to dept 15 clerk re stay on case and vacating 6/4 CMC. No answer, left voicemail.	0.20	\$250.00	\$50.00
YS	05/28/2024	Review status of case. Per docket, 6/4 CMC is no longer on calendar. Email to AGR re CMC.	0.20	\$250.00	\$50.00
AR	05/28/2024	Review docket for status of CMC; draft follow up correspondence with YS.	0.60	\$550.00	\$330.00
AB	05/29/2024	Review/analyze Alaska-Vigil_026186-026309 Plaintiff's Wage Statements - compare with law in Raines Cal App Case and Wilner v Manpower case - Review Bernstein v Virgin America. Review Gunther v. Alaska case.	5.00	\$895.00	\$4,475.00
YS	05/30/2024	Finalize TAC for service. Prepare POS. File via ECF. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00

VR	05/30/2024	Review and Analyze: review court's orders and amended complaint; advise CJ	0.30	\$750.00	\$225.00
KN	06/01/2024	Review analysis of documents and legal research from AB; analysis of claims and issues; provide input	1.50	\$950.00	\$1,425.00
VR	06/11/2024	Receipt and Review of Correspondence: review correspondence between parties; review discovery responses; advise ASC and AR	0.40	\$750.00	\$300.00
AB	06/11/2024	Review/analyze corr from defense attorney re scheduling mediation/conditions. Draft/send corr re scheduling mediation to defense attorney. Review/analyze response as to timing requirement of receipt of data for mediation. Draft/send corr to paralegal re same.	2.50	\$895.00	\$2,237.50
ASC	06/12/2024	Review defendant's responses to RFP, interrogatories and RFA, set 1	1.50	\$450.00	\$675.00
ASC	06/12/2024	Prepare to M&C with opposing counsel regarding Defendant's discovery responses	1.00	\$450.00	\$450.00
ASC	06/12/2024	Review JAMS notice re engagement agreement for mediation, confidentiality agreement and notice of mediation	1.00	\$450.00	\$450.00
VR	06/12/2024	Receipt and Review of Correspondence: review correspondence re mediation; review court's orders and deadlines; advise ASC	0.40	\$750.00	\$300.00
AB	06/12/2024	Review/analyze/respond to team member question of applicability of 5 year SOL in federal court.	1.00	\$895.00	\$895.00
KN	06/12/2024	Review status; review mediation discussions and emails	0.50	\$950.00	\$475.00
ASC	06/18/2024	Review Stipulation to stay and continue class certification briefing schedule and hearing date	1.00	\$450.00	\$450.00
YS	06/18/2024	Review file and court docket to prepare shell of joint stipulation for stay pending mediation/continue class cert deadline and proposed order. Draft shell of joint stipulation and proposed order.	1.00	\$250.00	\$250.00
AB	06/18/2024	Review/revise Joint Stip to Stay and Continue Class Cert - Draft; Review docs and Analyze merits of case / Review law particular to airlines	3.00	\$895.00	\$2,685.00
VR	06/19/2024	Review and Revise: review and revise stipulation to stay case pending mediation; review correspondence between parties; correspondence to Def	1.00	\$750.00	\$750.00
AR	06/24/2024	Review file for status of claims; review and outline TAC; draft claims summary and update exhibit	1.80	\$550.00	\$990.00

		book with relevant documents.			
AR	06/24/2024	Multiple correspondence with AB and opposing counsel regarding mediation data.	0.40	\$550.00	\$220.00
AR	06/24/2024	Outline wage statements; draft mediation data request; multiple correspondence with VR regarding the same.	1.70	\$550.00	\$935.00
AB	06/24/2024	Review/analyze corr from team re: limiting the scope for purposes of mediation to flight attendants only. Review Complaint that includes all non-exempts, which includes ground personnel, gate employees, etc. Draft/send corr to team. Prep for / have call.	2.00	\$895.00	\$1,790.00
AR	06/25/2024	Review and outline documents in response to opposing counsel; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	06/25/2024	Multiple correspondence with ND and AB regarding mediation scope; teleconference with VR regarding the same.	0.50	\$550.00	\$275.00
AR	06/27/2024	Review and outline claims in advance of teleconference with opposing counsel.	1.50	\$550.00	\$825.00
AR	06/27/2024	Teleconference with opposing counsel regarding mediation; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	06/27/2024	Teleconference with AB regarding mediation; update file; correspondence with ND regarding the same.	0.60	\$550.00	\$330.00
AR	06/27/2024	Review and outline prior production; update file for mediation.	1.30	\$550.00	\$715.00
AR	06/27/2024	Multiple follow up correspondence with ND regarding related action.	0.30	\$550.00	\$165.00
AB	06/27/2024	Review/analyze corr from associate to OPC re sample size. Research sampling issues including review of Duran Cal Supreme Court Case. Draft/ send corr to associate requesting call. Prep for and have call.	4.00	\$895.00	\$3,580.00
KN	06/27/2024	Review status; analysis of mediation issues and data sampling; review internal correspondence with Team; provide input	0.75	\$950.00	\$712.50
AR	06/28/2024	Draft mediation data request pursuant to correspondence with opposing counsel; submit to AB for review.	1.30	\$550.00	\$715.00
AR	06/28/2024	Multiple follow up correspondence with ND regarding mediation scope.	0.30	\$550.00	\$165.00
YS	06/28/2024	Finalize the Joint Stipulation And [Proposed]	0.60	\$250.00	\$150.00

		Order To Stay Matter for service. File via ECF. Review chamber rules. Convert proposed order to word format. Email pdf and word format of proposed order to Judge's chamber. Email to Court Docs for circulation.			
VR	06/28/2024	Review and Revise: review and revise joint stipulation to stay; review correspondence from Def; advise AR	1.20	\$750.00	\$900.00
AB	06/28/2024	Review/analyze draft mediation data request in conjunction w/ docs pulled into exhibit book in file, complaint, case notes, Bernstein v. Virgin America case, Oman v. Delta case, Gunther v. Alaska case, blogs re same. Revise data request. Draft / send corr to associate re same. Refresh understanding of issues raised in sanctions motion. Analyze prospect that claims removed may be re-inserted and re-valued for demand.	6.00	\$895.00	\$5,370.00
AR	07/01/2024	Multiple correspondence regarding claims; review amended complaint; follow up correspondence with VR regarding the same.	0.80	\$550.00	\$440.00
AR	07/09/2024	Review file for status of mediation data; review timeline; multiple correspondence regarding the same.	0.30	\$550.00	\$165.00
AR	07/09/2024	Review and outline order regarding status of discovery; draft follow up correspondence.	0.50	\$550.00	\$275.00
AR	07/17/2024	Review and update file for mediation; extract relevant documents; draft process summary correspondence for CTL.	1.20	\$550.00	\$660.00
CL	07/18/2024	Review and analyze CBA in preparation for meet and confer call with J. Dutton re: mediation data request; Email to J. Dutton re: same.	1.30	\$750.00	\$975.00
CL	07/18/2024	Email and text to J. Virgil re: wage statement definitions and mediation data request.	0.30	\$750.00	\$225.00
YS	07/18/2024	Review Plaintiff's and Defendant's documents. Update and organize exhibit book	1.00	\$250.00	\$250.00
AR	07/18/2024	Teleconference with CTL regarding mediation data and related protocols; forward additional documents.	1.30	\$550.00	\$715.00
CL	07/18/2024	Telephone call with J. Virgil re: wage statement and compensations schedule related to TFPs, Per Diem and Block Time.	1.30	\$750.00	\$975.00
CL	07/18/2024	Email to J. Virgil re: conference call to determine what is on rainmaker and documents in preparation for call with opposing counsel.	0.30	\$750.00	\$225.00
CL	07/18/2024	Review and analyze wage statements and	0.80	\$750.00	\$600.00

paycodes in preparation for call with client.					
CL	07/18/2024	Prepare for telephone call with J. Virgil re: wage statement and compensations schedule related to TFPs, Per Diem and Block Time.	0.60	\$750.00	\$450.00
CL	07/19/2024	Email to J. Dutton re: conference call and mediation data request.	0.20	\$750.00	\$150.00
CL	07/19/2024	Conference call with J. Virgil re: rainmaker, crew access, and block to block applications in preparation for call with opposing counsel regarding mediation data request.	1.90	\$750.00	\$1,425.00
CL	07/19/2024	Draft and revise client intake form in preparation for mediation.	1.60	\$750.00	\$1,200.00
CL	07/19/2024	Email to J. Dutton re: request for specific data points including rainmaker and case access.	0.40	\$750.00	\$300.00
CL	07/19/2024	Telephone call with T. Casteel re: potential new client representative and potential claims against Defendant.	0.50	\$750.00	\$375.00
CL	07/19/2024	Email to T. Casteel re: potential new client representative and request for additional records related to claims of adjustment.	0.40	\$750.00	\$300.00
AB	07/22/2024	Review analyze VIGIL_000275-000302 Schedules - attempt to ascertain amount of off the clock in relation to sit time theory.	3.00	\$895.00	\$2,685.00
CL	07/24/2024	Telephone call with Tori re: hooks, compensable time and mediation brief.	0.40	\$750.00	\$300.00
CL	07/24/2024	Telephone call with Tori re: Nike Reply to Motion for Class Certification and Motion to Strike.	0.40	\$750.00	\$300.00
CL	07/25/2024	Email to J. Dutton re: request for mediation data and follow-up.	0.30	\$750.00	\$225.00
CL	07/26/2024	Email to K. Wooley re: meet and confer re: pre-mediation data exchange.	0.20	\$750.00	\$150.00
VR	07/29/2024	Review and Analyze: review and analyze documents produced for mediation; review data; review correspondence between parties; advise ASC	1.20	\$750.00	\$900.00
KN	07/29/2024	Review research and analysis from AB and Team regarding claims and documents; review exhibit book; analysis of issues and claims; advise AB	1.00	\$950.00	\$950.00
CL	07/30/2024	Email from/to A. Markel re: mediation data production; Receipt and review mediation data production.	0.50	\$750.00	\$375.00
CL	07/30/2024	Email to B. Berger re: mediation damages	0.30	\$750.00	\$225.00

		analysis and conference call.			
CL	07/30/2024	Telephone call with AJ re: SIT Pay request data in preparation for mediation and descriptions of non-productive time.	0.40	\$750.00	\$300.00
CL	07/30/2024	Email to J. Dutton requesting additional SIT Pay request data related to non-productive time.	0.20	\$750.00	\$150.00
YS	07/30/2024	Review and download mediation data received from Defs. Update file with data. Create Box folder with data, share with expert. Email to expert. Update and organize exhibit books. Update mediation prep document.	1.40	\$250.00	\$350.00
ASC	07/30/2024	Review correspondence from JAMS re mediation fees due	0.30	\$450.00	\$135.00
AB	07/30/2024	Review/analyze letter re: randomized sample and data points for mediation; and, information on sit time / block adjustments. Review/analyze briefs from Oman and Virgin America cases pulled from federal docket. Draft arguments for mediation brief.	4.00	\$895.00	\$3,580.00
CL	07/31/2024	Email from/to B. Berger re: conference call re mediation production of Defendant.	0.20	\$750.00	\$150.00
NDB	07/31/2024	Review and analyze all discovery and motions to date. Review and analyze all data produced for mediation purposes. Review Defendant's wage and hour policy documents and CBA. Prepare for mediation.	4.70	\$850.00	\$3,995.00
KN	08/01/2024	Review mediation production and documents; review research and analysis from AB	0.80	\$950.00	\$760.00
CL	08/02/2024	Email to J. Dutton following up on SIT pay; adjustments and CBA.	0.20	\$750.00	\$150.00
CL	08/02/2024	Email to B. Berger re: conference call to go over SIT Pay.	0.20	\$750.00	\$150.00
CL	08/02/2024	Review and analyze mediation payroll data and flight data in preparation for conference call with B. Berger; prepare for conference call with expert.	0.80	\$750.00	\$600.00
CL	08/02/2024	Email to T. Casteel re: bonuses earned and how adjustments may have effected same.	0.30	\$750.00	\$225.00
CL	08/02/2024	Conference call with B. Berger re: analysis of NPT related to piece rate and our SIT Pay claims <2 hours and <4 hours.	0.60	\$750.00	\$450.00
CL	08/02/2024	Email from/to T. Casteel re: Bonus compensation and SIT Pay adjustments.	0.30	\$750.00	\$225.00
CL	08/02/2024	Email to A. Markel re: meet and confer re: SIT	0.30	\$750.00	\$225.00

		pay and CBA amendment; Receipt and review same.			
CL	08/02/2024	Email from A. Markel re: CBA renewal and one year extension.	0.30	\$750.00	\$225.00
NDB	08/02/2024	Draft mediation brief. Legal research.	4.50	\$850.00	\$3,825.00
ASC	08/06/2024	Review correspondence from JAMS re notice of mediation set for 8/23/24	0.20	\$450.00	\$90.00
NDB	08/07/2024	Review time punch data for wage and hour claims. Analyze union preemption issues. Review paystub exemplars for 226(a) violations. Legal research.	3.40	\$850.00	\$2,890.00
SB	08/08/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
AB	08/08/2024	Review status of prepping for mediation. Advise team on next steps. Draft mediation brief.	5.00	\$895.00	\$4,475.00
CL	08/09/2024	Email from/to A. Markel regarding average TFP paid on block adjustments; Review and analyze CBA to determine compensation.	0.40	\$750.00	\$300.00
SB	08/09/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
ASC	08/09/2024	Draft mediation brief template	1.00	\$450.00	\$450.00
CL	08/13/2024	Emails from/to B. Berger re: conference call and damages analysis; Discuss with Adolfo re: same.	0.30	\$750.00	\$225.00
CL	08/13/2024	Discuss with AJ re: liability in Alaska Airlines and conference call with B. Berger.	0.30	\$750.00	\$225.00
CL	08/13/2024	Email from/to B. Berger re: conference call re: liability.	0.30	\$750.00	\$225.00
YS	08/13/2024	Update exhibit book with sideletter of agreement. Update file with correspondence from OPC re explanation	0.20	\$250.00	\$50.00
CL	08/13/2024	Conference call with B. Berger re damages analysis.	0.40	\$750.00	\$300.00
CL	08/13/2024	Discuss with Adolfo and AJ re: additional request for mediation data related to block adjustments.	0.30	\$750.00	\$225.00
ASC	08/13/2024	Confer with CTL regarding information needed for mediation; email to A. Markerl re mediation data	0.50	\$450.00	\$225.00
AB	08/13/2024	Review/analyze damages analysis re: sit time. Review/analyze Morillion Cal Supreme Court re: Sit Time and applicable piece rate law blogs.	2.00	\$895.00	\$1,790.00

NDB	08/13/2024	Review and analyze original intake notes of new rep Casteel. Review and analyze entire employment file for legal claims. Prepare for mediation.	2.30	\$850.00	\$1,955.00
CL	08/14/2024	Email to/from A. Markel re: SIT Pay claims and additional mediation data request; Discuss with Adolfo re: same; review and analyze flight data in preparation for meet and confer.	0.40	\$750.00	\$300.00
CL	08/14/2024	Email to/from B. Berger re: plaintiff's ID and flight data in preparation for meet and confer.	0.20	\$750.00	\$150.00
CL	08/14/2024	Email from B. Berger re: damages analysis; Review class damages analysis; Email to B. Berger re: FN 4 and minimum wage class of SIT time of > 2 hours.	0.60	\$750.00	\$450.00
CL	08/14/2024	Email to/from B. Berger re: SIT Pay of >4 hours for named plaintiff to prove typicality; Review and analyze CBA.	0.30	\$750.00	\$225.00
ASC	08/14/2024	Discuss outstanding items from Defendant's production of documents with CTL	0.50	\$450.00	\$225.00
ASC	08/14/2024	Email to A. Markel re Plaintiff's ID, block adjustments, number of flight attendants and TFP owed to CMs	0.60	\$450.00	\$270.00
AB	08/14/2024	Review/analyze Sideletter of Agreement re 2021-2022 JCBA - assess possibility of preemption issues under RLA	2.00	\$895.00	\$1,790.00
CL	08/15/2024	Email from/to A. Markel re: meet and confer re: block adjustments and conference call.	0.40	\$750.00	\$300.00
CL	08/15/2024	Email from/to B. Berger re: damages analysis of daily TFP based on SIT pay in excess of 4 hours; Review and analyze payroll and flight records for calculations of Plaintiff's owed SIT Pay due to minimum wage; Discuss with AJ re: same.	2.60	\$750.00	\$1,950.00
CL	08/15/2024	Legal research re: Bernstein v. Virgin Am., Inc., 3 F.4th 1127, 1140 and Oman v. Delta Air Lines, Inc., 9 Cal. 5th 762, 786 in preparation for mediation brief.	0.70	\$750.00	\$525.00
CL	08/15/2024	Draft theories of liability and examples in preparation for mediation brief; Discuss with AJ re: same.	0.80	\$750.00	\$600.00
AB	08/15/2024	Research docket/decisions from Bernstein / Oman cases. Draft/send memo to team. Review/analyze response. Discuss w/ team. Draft mediation brief.	6.00	\$895.00	\$5,370.00
ASC	08/15/2024	Discuss med brief with CTL email to A. Markel re missing info//call with AJ	1.00	\$450.00	\$450.00

KN	08/15/2024	Review emails and draft mediation brief; analysis of strategy and arguments; review memos and valuation issues; provide input to AB	1.50	\$950.00	\$1,425.00
AB	08/16/2024	Finalize and file mediation brief.	6.00	\$895.00	\$5,370.00
CL	08/19/2024	Conference call with A. Markel and Korree re: claims and wage statements analysis.	0.90	\$750.00	\$675.00
CL	08/19/2024	Email to A. Markel and Korree re: wage statements analysis and Hours Worked Formula to support 226 claim; Discuss with AJ; review and analyze CBA re: same.	0.60	\$750.00	\$450.00
CL	08/19/2024	Discuss with AJ re: CBA terms related to on-duty time in preparation for call and email to expert.	0.30	\$750.00	\$225.00
CL	08/19/2024	Email to B. Berger re: damages analysis for on-duty time in preparation for mediation.	0.30	\$750.00	\$225.00
CL	08/19/2024	Call to B. Berger re: damages analysis for on-duty time in preparation for mediation.	0.20	\$750.00	\$150.00
CL	08/19/2024	Email from/to B. Berger re: 226 claims and total hours worked.	0.20	\$750.00	\$150.00
AR	08/19/2024	Receive and review correspondence from CTL; review prior correspondence with opposing counsel regarding time records issues; review mediation documents and client documents; draft summary correspondence.	0.80	\$550.00	\$440.00
AB	08/19/2024	Review analyze corr/attachments from Romero re: list of attendees and Confidentiality Agreement (attached). Review / sign agreement. Draft/send corr to Romero. Review Oman/Bernstein cases/ dockets - draft bullet points for mediation argument.	2.00	\$895.00	\$1,790.00
CL	08/20/2024	Email to/from B. Berger re: total hours worked analysis.	0.30	\$750.00	\$225.00
SB	08/20/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
AB	08/20/2024	Review/analyze corr from Leslie Romero, asst to Judge Otero. Research jurisprudence of Otero. Draft/send corr to Romero. Prep for call via review of exhibits/docs/caselaw/complaint/PAGA letter.	4.00	\$895.00	\$3,580.00
CL	08/21/2024	Email from B. Berger re Total Hours Worked analysis.	0.20	\$750.00	\$150.00
AB	08/21/2024	Prep for and have call w/ mediator. Draft/send follow up.	5.00	\$895.00	\$4,475.00
NDB	08/21/2024	Review and research previous settlements with similar workweeks for class members for	2.70	\$850.00	\$2,295.00

		mediation valuation. Review previous airline settlements.			
CL	08/22/2024	Email from A. Markel re: time records; Discussions with AJ re: same and mediation data request.	0.30	\$750.00	\$225.00
CL	08/22/2024	Email from/to A. Markel re: meet and confer re time record and mediation data request; Receipt and review prior communications with A. Markel re: same; Discuss with AJ in preparation for mediation.	0.50	\$750.00	\$375.00
CL	08/22/2024	Email from/to A. Markel re: meet and confer June 2024 time records.	0.40	\$750.00	\$300.00
AR	08/22/2024	Receive and review multiple correspondence with CTL regarding mediation data and time records; review and outline prior correspondence and data request; draft follow up correspondence.	0.70	\$550.00	\$385.00
AB	08/22/2024	Review/analyze cases cited by mediator. Draft send memo to mediator distinguishing cases. Draft send memo to team re add'l data needed. Review/analyze exposure charts. Draft send memo to mediator re exposure analysis / demand.	8.00	\$895.00	\$7,160.00
VR	08/22/2024	Review and Analyze: review and analyze court's orders; review correspondence between parties; review documents; advise CL	0.60	\$750.00	\$450.00
NDB	08/22/2024	Review and analyze all mediation materials including briefs and exhibits thereto. Review expert damage and penalty report and notes and assumptions. Prepare for mediation.	2.50	\$850.00	\$2,125.00
KN	08/22/2024	Review emails; review prior settlement research; review mediation materials and Berger analysis; analyze for mediation issues and settlement strategy; provide input to AB and ND	1.00	\$950.00	\$950.00
CL	08/23/2024	Email from/to A. Markel re: check in times and roster for 4/2024 and request for wage statement for 6/2024 in preparation for mediation; Email to AJ re: same.	0.30	\$750.00	\$225.00
CL	08/23/2024	Review and analyze 3/2024 wage statements, crew roster and client check in times to determine hours work in preparation for mediation; Discuss with AJ re: same.	3.30	\$750.00	\$2,475.00
AB	08/23/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
NB	08/23/2024	Review docs, analyze re settlement issues. Advise AJ.	2.50	\$995.00	\$2,487.50
SB	08/23/2024	Attend mediation	8.00	\$450.00	\$3,600.00

AB	08/26/2024	Review MOU drafted by Defendant. Prepare and return redline. Discuss case w/ partners.	6.00	\$895.00	\$5,370.00
NB	08/26/2024	Review MOU, analyze for approval issues. Advise AJ	3.00	\$995.00	\$2,985.00
KN	08/26/2024	Review emails and analysis; review mediation results and draft of the MOU; analysis of settlement issues; advise AB	2.00	\$950.00	\$1,900.00
CL	08/27/2024	Draft Stipulation for Leave to File 4AC and proposed Order.	0.70	\$750.00	\$525.00
CL	08/27/2024	Revise and finalize Fourth Amended Complaint.	0.50	\$750.00	\$375.00
CL	08/27/2024	Draft Joint Status Report re Mediation; Email to A. Markel re: status report and stipulation for leave to file 4AC; Discuss with AJ re: same.	0.80	\$750.00	\$600.00
AB	08/27/2024	Review/analyze status of finalizing settlement. Review updates on law re: 226 in blogs. Draft/ send corr to OPC re MOU.	2.00	\$895.00	\$1,790.00
KN	08/27/2024	Review settlement issues and emails regarding MOU; review draft FAC and issues to address.	1.00	\$950.00	\$950.00
NB	08/28/2024	Review MOU for final, analyze re approval issues.	3.00	\$995.00	\$2,985.00
AB	08/28/2024	Prep for and have call w/ defense attorney re MOU. Draft/send follow up corr. Review/analyze further redlines on MOU.	3.00	\$895.00	\$2,685.00
AB	08/29/2024	Finalize/circulate MOU for signatures/draft and send corr to defendant re same.	2.00	\$895.00	\$1,790.00
KN	08/29/2024	Review final draft of MOU; advise AJ.	0.75	\$950.00	\$712.50
NDB	08/30/2024	Review and analyze mediation notes and results. Review MOU terms. Send MOU to Plaintiff. Follow up for signature.	1.30	\$850.00	\$1,105.00
CL	09/03/2024	Email to/from K. Wooley re: meet and confer re: stipulation for leave to file 4AC and stipulation to stay pending settlement; review and analyze stipulation to stay pending settlement.	0.70	\$750.00	\$525.00
CL	09/03/2024	Draft First Amended Consolidated Class and PAGA Complaint; Email to K. Wooley re: revisions and Stipulation regarding FACC.	1.30	\$750.00	\$975.00
CL	09/03/2024	Email to K. Wooley re: revisions Joint Status Conference Statement.	0.30	\$750.00	\$225.00
CL	09/03/2024	Telephone call from K. Wooley re: Stipulation to Stay Pending Settlement and FACC; Email to K. Wooley re: same.	0.50	\$750.00	\$375.00
AB	09/03/2024	Review MOU signed by client. Sign MOU.	5.00	\$895.00	\$4,475.00

		Circulate to Defendant. Review/analyze drafts of the joint status report, which includes a stipulation and proposed order to stay the federal action. Discuss how to proceed with team.			
NB	09/03/2024	Final MOU, analyze.	2.50	\$995.00	\$2,487.50
CL	09/04/2024	Receipt and review filed Proposed Order re Joint Stipulation to Stay and Stipulation to Stay.	0.30	\$750.00	\$225.00
CL	09/04/2024	Email from J. Dutton re: Proposed Order e: Stipulation to Stay submitted to Judge Rogers.	0.20	\$750.00	\$150.00
CL	09/17/2024	Receipt and review ORDER GRANTING JOINT STIPULATION TO MAINTAIN STAY, VACATE DEADLINES, AND CONTINUE CASE MANAGEMENT CONFERENCE PENDING FINAL SETTLEMENT APPROVAL	0.40	\$750.00	\$300.00
VR	09/17/2024	Review and Revise: review and revise court's orders and docket; advise CJ	0.40	\$750.00	\$300.00
CL	09/17/2024	Draft Long Form Settlement Agreement.	2.50	\$750.00	\$1,875.00
CL	09/18/2024	Receipt and review Order maintaining stay, vacating deadlines, continuing CMC pending final approval	0.20	\$750.00	\$150.00
CL	09/18/2024	Email to S. Hartranft re: request for Apex settlement administration bid.	0.30	\$750.00	\$225.00
CL	09/18/2024	Email to T. Rogers re: request for ILYM settlement administration bid.	0.30	\$750.00	\$225.00
CL	09/18/2024	Email from S. Hartranft re: Apex settlement administration estimate; Receipt and review Apex settlement administration estimate	0.30	\$750.00	\$225.00
CL	09/18/2024	Revise Long Form Settlement Agreement; Email to A. Markel re revisions to Long Form Settlement Agreement.	3.10	\$750.00	\$2,325.00
VR	09/18/2024	Review and Analyze: review MOU and longform settlement agreement; review correspondence between parties; advise CL	0.80	\$750.00	\$600.00
KN	09/18/2024	Review emails regarding administration; review draft long form agreement; analysis of issues for Alameda; advise CL	2.00	\$950.00	\$1,900.00
VR	09/19/2024	Review and Analyze: review MOU and longform agreement; review terms; advise CL	0.40	\$750.00	\$300.00
CL	09/19/2024	Telephone call to A. Markel re settlement agreement revisions and conference call related to same.	0.30	\$750.00	\$225.00
CL	09/19/2024	Email to A. Markel re settlement agreement	0.20	\$750.00	\$150.00

		revisions and conference call related to same.			
CL	09/19/2024	Review and revise First Amended Complaint.	1.70	\$750.00	\$1,275.00
CL	09/20/2024	Review and revise settlement agreement; Email to A. Markel re: revisions to settlement agreement and FAC.	0.50	\$750.00	\$375.00
VR	09/26/2024	Review and Analyze: review court's orders and docket; review MOU; review mediation brief; advise ASC	0.50	\$750.00	\$375.00
CL	10/02/2024	Email from/to J. Vigil re: meet and confer re: status of settlement and preliminary approval.	0.30	\$750.00	\$225.00
CL	10/08/2024	Email to A. Markel re: meet and confer re FAC and settlement agreement.	0.20	\$750.00	\$150.00
CL	10/09/2024	Emails from/to J. Vigil re: settlement and status; Discuss with Nick re: same.	0.30	\$750.00	\$225.00
CL	10/10/2024	Receipt and review Notice of Appearance of K. Wooley; Email from T. Rohner re: same.	0.30	\$750.00	\$225.00
CL	10/11/2024	Review and analyze Defendant's revisions to Long Form Settlement Agreement; Discuss with Kyle re: same; Revise Long Form Settlement Agreement.	2.90	\$750.00	\$2,175.00
CL	10/11/2024	Review and revise Joint Stipulation for Leave to File FAC.	0.50	\$750.00	\$375.00
KN	10/11/2024	Review emails and status of settlement agreements; discuss with CL; analysis of issues and provide input on questions by staff	1.00	\$950.00	\$950.00
KN	10/16/2024	Review draft Agreement; review Defendant's revisions to draft Agreement; review memo from CL; analysis of issues; memo to CL regarding how to handle revised Agreement.	2.50	\$950.00	\$2,375.00
CL	10/17/2024	Revise Long Form Settlement Agreement; Discuss with Kyle re: same.	0.50	\$750.00	\$375.00
CL	10/17/2024	Draft Request for Dismissal of Federal Action.	0.50	\$750.00	\$375.00
CL	10/17/2024	Draft Proposed Order Request for Dismissal of Federal Action.	0.30	\$750.00	\$225.00
CL	10/17/2024	Email to K. Wooley re: revisions to settlement agreement; revisions to stipulation for leave to file FAC, revisions to FAC And Request for Dismissal of Federal Action.	0.40	\$750.00	\$300.00
KN	10/17/2024	Review CL revisions to settlement agreement; discuss with CL	0.50	\$950.00	\$475.00
YS	10/21/2024	Review Def's Notice of Appearance. Prepare	0.30	\$250.00	\$75.00

PAGA POS for file with OPC's info					
CL	10/22/2024	Email from/to K. Wooley re: meet and confer re: settlement and pleadings.	0.30	\$750.00	\$225.00
CL	10/22/2024	Email from/to K. Wooley re: conference call re: settlement agreement and revisions to pleadings.	0.30	\$750.00	\$225.00
CL	10/23/2024	Conference call with K. Wooley and J. Dutton re: revisions to settlement agreement; Discuss with Kyle re potential revisions.	1.40	\$750.00	\$1,050.00
CL	10/23/2024	Email to K. Wooley and J. Dutton re: revisions to settlement agreement and remaining outstanding documents.	0.40	\$750.00	\$300.00
CL	10/23/2024	Email to T. Rogers re: removal of Spanish translation from request for administration of settlement.	0.30	\$750.00	\$225.00
KN	10/23/2024	Review emails regarding settlement issues; review status of settlement agreement; discuss with CL	0.60	\$950.00	\$570.00
KN	10/24/2024	Review issues from CL regarding draft agreement; analyze and advise CL	0.50	\$950.00	\$475.00
CL	10/24/2024	Receipt and review IYLM's revised administration estimate; Email from/to T. Rogers re: same.	0.30	\$750.00	\$225.00
CL	10/24/2024	Email to J. Dutton and K. Wooley re: IYLM's revised administration estimate and further revisions to settlement agreement.	0.40	\$750.00	\$300.00
CL	10/29/2024	Multiple emails to/from J. Dutton and K. Wooley re: follow up on pleadings and further revisions to settlement agreement.	0.30	\$750.00	\$225.00
YS	10/30/2024	Reserve hearing date for MPA in PAGA case. Download confirmation and update file. Email to team/Chrystal for calendaring.	0.30	\$250.00	\$75.00
KN	10/31/2024	Review draft Agreement and further revisions thereto; review Def email regarding settlement issues; draft exhibits for the Agreement; review Court procedures and status	5.50	\$950.00	\$5,225.00
CL	10/31/2024	Review and review Proposed Order re Stipulation to Dismiss.	0.40	\$750.00	\$300.00
CL	10/31/2024	Revise and finalize Joint Stipulation to Dismiss.	0.30	\$750.00	\$225.00
CL	10/31/2024	Revise and finalize FAC.	0.20	\$750.00	\$150.00
CL	10/31/2024	Review and revise Stipulation for Leave to File FAC.	0.40	\$750.00	\$300.00
CL	10/31/2024	Review Defendant's Revisions to Long Form	0.50	\$750.00	\$375.00

		Settlement Agreement; Discuss with Kyle re: same.			
CL	10/31/2024	Revise Long Form Settlement Agreement.	0.90	\$750.00	\$675.00
NB	10/31/2024	Review long form, analyze for final.	3.25	\$995.00	\$3,233.75
KN	10/31/2024	Review emails regarding FAC; review final draft of FAC; advise staff	0.50	\$950.00	\$475.00
CL	11/01/2024	Email from/to K. Wooley re: Exhibits A-D, revisions to Long Form Settlement Agreement, Proposed Order re Stipulation to Dismiss, Stipulation to Dismiss, Stipulation for Leave to File FAC; FAC and hearing reservation on Motion for Preliminary Approval of PAGA Settlement; Further revision to Long Form Settlement Agreement; Discuss with Kyle re: same.	1.40	\$750.00	\$1,050.00
KN	11/01/2024	Review status of settlement documents; review email from Def and issues regarding exhibits; discuss with CL	1.00	\$950.00	\$950.00
NB	11/04/2024	Review docs re prelim motion.	2.75	\$995.00	\$2,736.25
CL	11/05/2024	Email from K. Wooley re: Alaska's revisions to Long Form Settlement Agreement, Proposed Order re Stipulation to Dismiss, Stipulation to Dismiss, Stipulation for Leave to File FAC; and FAC.	0.30	\$750.00	\$225.00
CL	11/12/2024	Further Revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	11/12/2024	Further Stipulation re Request for Dismissal.	0.20	\$750.00	\$150.00
CL	11/12/2024	Further revisions to Proposed Order re re Request for Dismissal.	0.20	\$750.00	\$150.00
CL	11/12/2024	Further revisions to First Amended Complaint.	0.20	\$750.00	\$150.00
CL	11/12/2024	Further revisions to Stipulation for Leave to Amended and File First Amended Complaint.	0.20	\$750.00	\$150.00
CL	11/12/2024	Email to K. Wooley re: further revisions to Long Form Settlement Agreement, Proposed Order re Stipulation to Dismiss, Stipulation to Dismiss, Stipulation for Leave to File FAC; and FAC.	0.30	\$750.00	\$225.00
CL	11/12/2024	Email to K. Wooley re: revisions to Exhibits A-C to Long Form Settlement Agreement. .	0.20	\$750.00	\$150.00
KN	11/13/2024	Review emails regarding confidentiality issues; review Team response	0.30	\$950.00	\$285.00
CL	11/25/2024	Email from/to K. Wooley re: revisions to Exhibits A-C to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00

CL	11/25/2024	Email from J. Dutton re Exhibits A-C of settlement agreement.	0.20	\$750.00	\$150.00
CL	12/01/2024	Email from/to A. Markel re: meet and confer re: motion for preliminary approval and stipulation to file FAC.	0.30	\$750.00	\$225.00
CL	12/01/2024	Email to A. Markel re Stipulation for leave to File FAC; Revise and Finalize FAC.	0.40	\$750.00	\$300.00
CL	12/01/2024	Email to/from J. Dutton re: finalized Stipulation for leave to file FAC; Finalize Stipulation for leave to file FAC.	0.30	\$750.00	\$225.00
KN	12/02/2024	Review Defendant's revisions to the Exhibits; review and revise Exhibits; prepare redline Exhibits; email to Defendant	2.75	\$950.00	\$2,612.50
CL	12/02/2024	Email from J. Dutton re further revisions Exhibits A-C of settlement agreement; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
KN	12/02/2024	Review final revisions to exhibits; finalize exhibits; email Def; review next steps and memo to staff	0.75	\$950.00	\$712.50
KN	12/03/2024	Review final settlement documents; prepare final agreement for execution; memo; to staff	1.00	\$950.00	\$950.00
CL	12/03/2024	Email from J. Dutton re: final version of settlement agreement and Exhibits A-B.	0.30	\$750.00	\$225.00
NDB	12/03/2024	Review court docket and case file. Review settlement agreement terms and exhibits for conformity with MOU terms. Send agreement to Plaintiffs to sign. Follow up.	1.40	\$850.00	\$1,190.00
CL	12/04/2024	Multiple mails from J. Virgil re: settlement terms, MOU and negotiations.	0.30	\$750.00	\$225.00
KN	12/04/2024	Prepare signed Agreement; email Def	0.40	\$950.00	\$380.00
ASC	12/09/2024	Review status of settlement agreement and reservation of MPA hearing in connection with service payment declaration	0.30	\$450.00	\$135.00
CL	12/09/2024	Discuss with Adolfo re: motion for preliminary approval in PAGA Action.	0.30	\$750.00	\$225.00
CL	12/09/2024	Email to K. Wooley re: settlement agreement signatures.	0.30	\$750.00	\$225.00
CL	12/13/2024	Email to K. Wooley re: settlement agreement signatures.	0.20	\$750.00	\$150.00
CL	12/13/2024	Email from/to A. Markel re: breach of confidentiality agreement by T. Casteel; Review and analyze confidentiality provisions.	0.70	\$750.00	\$525.00

CL	12/13/2024	Telephone call to T. Casteel re: breach of confidentiality agreement and FB Post; Email to/ from T. Casteel re: confidentiality provisions and confirmation of removal of posts; Discuss with Nick and Tori re: same.	0.90	\$750.00	\$675.00
CL	12/16/2024	Email to A. Markel re: settlement agreement signatures.	0.20	\$750.00	\$150.00
CL	12/16/2024	Email from A. Markel re Motion for Preliminary Approval; Discuss with Kyle re dates for preliminary approval and deadlines; Discuss with Yesenia dates for preliminary approval and Discuss with Adolfo re Declarant declarations due.	0.40	\$750.00	\$300.00
CL	12/17/2024	Discuss with Kyle re complex designation and Judge Borkon's orders re preliminary approval.	0.40	\$750.00	\$300.00
CL	12/17/2024	Email to K. Wooley re: motion for preliminary hearing date reservation; Discuss with Yesenia re same.	0.50	\$750.00	\$375.00
CL	12/17/2024	Email to A. Markel re Stipulation for leave to File FAC; Revise and Finalize FAC.	0.40	\$750.00	\$300.00
KN	12/17/2024	Review next steps and procedures in Court for approval; discuss with CL	0.50	\$950.00	\$475.00
CL	12/18/2024	Email to J. Dutton re: FACC revisions to include jury demand.	0.30	\$750.00	\$225.00
YS	12/18/2024	Finalize stip for leave and proposed FAC. Attach and bookmark FAC to stip. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court docs for circulation.	0.80	\$250.00	\$200.00
CL	12/23/2024	Review and revise Joint Status Report and Stipulation to Maintain Stay and Continue CMC; Discuss with Adolfo.	0.40	\$750.00	\$300.00
ASC	12/23/2024	Review joint status report and stipulation to continue CMC prepared by Defendant; advise CTL	1.00	\$450.00	\$450.00
VR	12/24/2024	Review and Analyze: review joint report and stipulation; review correspondence between parties; review settlement agreement and related cases; correspondence to Def	0.50	\$750.00	\$375.00
CL	12/26/2024	Email from K. Wooley re: Joint CMS.	0.20	\$750.00	\$150.00
CL	12/26/2024	Receipt and review Notice of Appearance of K. Wooley.	0.20	\$750.00	\$150.00
CL	12/26/2024	Email from K. Wooley to Judge Rogers re: stipulation to maintain stay and continue CMC.	0.20	\$750.00	\$150.00

CL	12/30/2024	Receipt and review Order granting joint stipulation to maintain stay, vacate deadlines and continued CMC.	0.30	\$750.00	\$225.00
ASC	12/30/2024	Review order granting joint stip to maintain stay in CAND	0.50	\$450.00	\$225.00
VR	12/31/2024	Review and Analyze: review court's orders and docket; review amended complaint and settlement agreement; review correspondence between parties; finalize complaint; advise CL; correspondence to Def	0.70	\$750.00	\$525.00
CL	12/31/2024	Email from K. Wooley re: First Amended Complaint.	0.30	\$750.00	\$225.00
CL	12/31/2024	Receipt and review Order granting leave to file First Amended Complaint.	0.20	\$750.00	\$150.00
CL	01/01/2025	Email from M. Snow re class data uploaded re settlement.	0.20	\$750.00	\$150.00
CL	01/01/2025	Email from M. Snow requesting class data.	0.20	\$750.00	\$150.00
VR	01/02/2025	Review and Analyze: review court's orders and docket; review status of filing of amended complaint; review settlement agreement; advise NBB	0.90	\$750.00	\$675.00
YS	01/02/2025	Review order granting leave to file FAC -- Pltf ordered to file FAC and pay related filing fees. Telephone call to clerk re fees -- no fees needed.	0.20	\$250.00	\$50.00
YS	01/02/2025	Review rejection notice from Onelegal re FAC. Refile via Onelegal, per court's instruction.	0.30	\$250.00	\$75.00
KN	01/02/2025	Work on approval issues; review status and dates; draft notice of motion.	1.00	\$950.00	\$950.00
CL	01/08/2025	Email to A. Markel re: total number of class member and workweek for purposes of escalator clause; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
KN	01/08/2025	Work on motion for preliminary approval; memo to CL regarding next steps	2.50	\$950.00	\$2,375.00
AB	01/09/2025	Review/analyze memo from partner re Kullar analysis. Review mediation materials. Draft/send responsive memo.	5.00	\$895.00	\$4,475.00
KN	01/09/2025	Draft motion for preliminary approval; legal research on issues; review documents for reference in drafting motion; update proposed order; discuss with AJ; email to Defendant	5.50	\$950.00	\$5,225.00
CL	01/09/2025	Telephone call with Adolfo in preparation for declaration of client in preparation for Motion for Preliminary Approval.	0.40	\$750.00	\$300.00

ASC	01/09/2025	Review mediation brief and settlement agreement; Draft declaration of Vigil; send to Plaintiff for signature	1.50	\$450.00	\$675.00
ASC	01/09/2025	Review mediation brief and settlement agreement; Draft declaration of Casteel; send to Plaintiff for signature	1.50	\$450.00	\$675.00
KN	01/10/2025	Prepare pleading form; review agreement procedures; memo to ILYM regarding declaration.	0.50	\$950.00	\$475.00
ASC	01/10/2025	Confirm Casteel decl signed re Motion for Preliminary Approval	0.30	\$450.00	\$135.00
ASC	01/10/2025	Confirm Vigil decl signed re Motion for Preliminary Approval	0.30	\$450.00	\$135.00
CL	01/17/2025	Email from K. Wooley requesting the Parties' change the date of the motion for preliminary approval.	0.30	\$750.00	\$225.00
KN	01/20/2025	Review emails; respond to Def; memo to staff	0.50	\$950.00	\$475.00
CL	01/20/2025	Draft Joint CMS; Email to K. Wooley re: meet and confer re: hearing date related to CMC; Email from Kyle re: motion for preliminary hearing deadline.	0.70	\$750.00	\$525.00
CL	01/20/2025	Review and revise Stipulation to Vacate CMC; Email from/to K. Wooley re: revisions to same.	0.40	\$750.00	\$300.00
CL	01/20/2025	Email from K. Wooley re: motion for preliminary approval.	0.20	\$750.00	\$150.00
CL	01/21/2025	Email from/to K. Wooley re: Stipulation to Vacate CMC; Finalize Stipulation to Vacate CMC.	0.30	\$750.00	\$225.00
YS	01/21/2025	Finalize for stip to Vacate Case Management Conference for service. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	01/22/2025	Download and purchase conformed FAC from court docket, update file, upload to the LWDA.	0.30	\$250.00	\$75.00
AB	01/22/2025	Further refine Kullar analysis - review any changes in the law as to 226 / 226.3, including Gunther and Raines and Kim v. Reins. Review/ analyze law cited in motion for sanctions so as to justify allocating \$0 to claims that were dismissed but are now going back in the release.	5.00	\$895.00	\$4,475.00
KN	01/22/2025	Review memo from AJ regarding Kullar issues and further analysis of settlement issues for approval	2.00	\$950.00	\$1,900.00
CL	01/24/2025	Receipt and review Order vacating CMC.	0.20	\$750.00	\$150.00

YS	01/24/2025	Download order vacating CMC, update file, email to Court Docs for circulation and calendaring.	0.20	\$250.00	\$50.00
KN	01/28/2025	Draft declaration ISO motion; analysis of Kullar issues; review file for facts for use in declaration	3.50	\$950.00	\$3,325.00
KN	01/29/2025	Review Defendant's comments on the draft motion; review and revise draft motion per Def comments; update draft declaration; email Defendant regarding revised motion	3.60	\$950.00	\$3,420.00
KN	01/30/2025	Review and revise motion; prepare final declaration; prepare final memorandum; finalize proposed order; review and prepare final motion; file and serve motion; memo to staff; serve LWDA.	4.00	\$950.00	\$3,800.00
YS	02/21/2025	Review status of case, Confirm 2/27 Hearing re MPA still on calendar	0.10	\$250.00	\$25.00
CL	02/24/2025	Email to/from K. Wooley re: Motion for Preliminary Approval tentative ruling; Review and analyze Tentative Ruling.	0.50	\$750.00	\$375.00
KN	02/24/2025	Review emails and tentative ruling; respond to the Defendant	0.30	\$950.00	\$285.00
CL	02/24/2025	Draft Joint Report [Class], Email to K. Wooley re: same; Review and analyze Preliminary Approval Order ruling.	1.10	\$750.00	\$825.00
CL	02/27/2025	Receive and analyze Tentative Ruling re Preliminary Approval, Review and analyze settlement agreement; Email to K. Wooley re: Stipulation re Dismissal of Federal Case in light of tentative ruling.	0.70	\$750.00	\$525.00
CL	02/27/2025	Email from K. Wooley re: appearance an preliminary approval hearing.	0.10	\$750.00	\$75.00
CL	02/27/2025	Email from K. Wooley re: revisions Stipulation re Dismissal of Federal Case; Revise Stipulation.	0.40	\$750.00	\$300.00
CL	02/28/2025	Email from J. Dutton re: revisions to Stipulation to Stay Pending Final Approval; Review and analyze same.	0.40	\$750.00	\$300.00
CL	02/28/2025	Receipt and review Stipulation to Maintain Stay and CMC and Proposed Order.	0.20	\$750.00	\$150.00
CL	03/05/2025	Email from J. Virgil re: status of settlement and preliminary approval.	0.30	\$750.00	\$225.00
CL	03/07/2025	Email to K. Wooley re: Court's Dismissal of Class Case Sua Sponte.	0.30	\$750.00	\$225.00
YS	03/11/2025	Review NOTICE of Change in Counsel in court docket. Revise POS on file -- remove Chelsea A.	0.20	\$250.00	\$50.00

		Till			
YS	03/14/2025	Review court docket re clerk re status of Proposed Preliminary Approval Order -- signed copy not shown. Telephone call to clerk re status, left voicemail	0.20	\$250.00	\$50.00
YS	03/14/2025	Review status of case, Confirm 3/17 Class CMC hearing off calendar, no need to set appearance	0.30	\$250.00	\$75.00
YS	03/17/2025	Telephone call to clerk re status status of Proposed Preliminary Approval Order. Spoke to clerk, advised to email chambers. Email to chamber re proposed order.	0.30	\$250.00	\$75.00
YS	03/25/2025	Email to chambers re status of Proposed Preliminary Approval Order	0.20	\$250.00	\$50.00
YS	03/26/2025	Telephone call to dept 15 re status of Proposed Preliminary Approval Order. No answer, left voicemail	0.20	\$250.00	\$50.00
YS	03/28/2025	Telephone call to dept 15 re status of Proposed Preliminary Approval Order. No answer, left voicemail. Email to chambers re status of order? Place order with Knox to deliver courtesy copies of proposed order	0.50	\$250.00	\$125.00
YS	03/28/2025	Telephone call to dept 15 re courtesy copy of proposed order. No answer, left voicemail. Email to chambers re status of order?	0.30	\$250.00	\$75.00
YS	03/31/2025	Telephone call to dept 15 re courtesy copy of proposed order. No answer, left voicemail. Email to chambers re status of order?	0.30	\$250.00	\$75.00
YS	04/01/2025	Telephone call to dept 15 re courtesy copy of proposed order. No answer, left voicemail.	0.10	\$0.00	\$0.00
AB	04/01/2025	Review/analyze prelim app order. Calendar dates. Analyze next steps.	3.00	\$895.00	\$2,685.00
CL	04/07/2025	Email from K. Wooley re: deadline to upload class data for administration.	0.30	\$750.00	\$225.00
CL	04/07/2025	Email from K. Stern re: Makenna Snow and administration.	0.20	\$750.00	\$150.00
CL	04/11/2025	Email from M. Snow re: class notice of settlement and mailing envelope; Review and analyze same.	0.30	\$750.00	\$225.00
KN	04/14/2025	Review Admin email and issues; review formatted Class Notice; respond to Admin.	0.40	\$950.00	\$380.00
CL	04/22/2025	Email from M. Snow re: mailing documents for settlement administration.	0.20	\$750.00	\$150.00
CL	04/22/2025	Email from K. Wooley re: mailing documents for	0.10	\$750.00	\$75.00

settlement administration.					
CL	05/08/2025	Email from M. Snow re: Preliminary Calculations; Receipt and review same.	0.20	\$750.00	\$150.00
CL	05/12/2025	Email from M. Snow re request for approval of preliminary calculations by COB.	0.20	\$750.00	\$150.00
CL	05/12/2025	Email from K. Wooley re: preliminary calculation and updated PAGA Work months.	0.30	\$750.00	\$225.00
KN	05/29/2025	Review Admin email and weekly report	0.20	\$950.00	\$190.00
CL	06/05/2025	Email from M. Snow re: Report re Settlement Administration; Receipt and review Settlement Administration Report.	0.30	\$750.00	\$225.00
KN	06/05/2025	Review Admin email and weekly report	0.20	\$950.00	\$190.00
CL	06/13/2025	Email from M. Snow re: settlement administration report; Receipt and review same.	0.30	\$750.00	\$225.00
KN	06/13/2025	Review Admin email and weekly report	0.20	\$950.00	\$190.00
YS	06/23/2025	Telephone call to clerk re reservation # for MFA.	0.30	\$250.00	\$75.00
CL	06/23/2025	Draft Memorandum of Points and Authorities in support of Motion for Final Approval and Attorney's Fees.	4.30	\$750.00	\$3,225.00
CL	06/23/2025	Draft Notice of Motion for Final Approval and Attorney's Fees; Review and analyze local rules re reservation of hearing date.	0.80	\$750.00	\$600.00
CL	06/26/2025	Email from M. Snow re: administration report; receipt and review same	0.30	\$750.00	\$225.00
KN	06/27/2025	Review and revise motion and memorandum; discuss problems with CL; update approval outline; circulate draft motion to the Defendant	3.00	\$950.00	\$2,850.00
YS	06/30/2025	Populate table of authorities and contents for motion for final approval	1.50	\$250.00	\$375.00
KN	06/30/2025	Review Admin email and weekly report	0.20	\$950.00	\$190.00
KN	07/04/2025	Review and revise draft declaration	1.50	\$950.00	\$1,425.00
KN	07/07/2025	Review emails and respond; update proposed order; circulate to the Defendant	0.75	\$950.00	\$712.50
KN	07/07/2025	Review draft billing statement for accuracy; memo to staff regarding issues to correct; review updated billing statement.	0.75	\$950.00	\$712.50
KN	07/07/2025	Review and revise draft motion; update and finalize proposed order; revise motion for final; finalize motion; file and serve motion; serve	4.50	\$950.00	\$4,275.00

LWDA

KN	07/07/2025	Review draft Admin declaration and emails; redline revisions to draft Admin declaration; email Admin.	0.60	\$950.00	\$570.00
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Quantity Subtotal 630.61

Services Subtotal \$476,171.17

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/02/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	10/06/2023	Onelegal/Court Fees	1.00	\$1,490.66	\$1,490.66
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$121.35	\$121.35
Expense	01/05/2024	KNOX Filing and Messenger Service	1.00	\$126.75	\$126.75
Expense	01/05/2024	KNOX Filing and Messenger Service	1.00	\$120.75	\$120.75
Expense	01/20/2024	Onelegal/Court Fees	1.00	\$470.38	\$470.38
Expense	02/07/2024	KNOX Filing and Messenger Service	1.00	\$88.55	\$88.55
Expense	03/18/2024	KNOX Filing and Messenger Service	1.00	\$153.65	\$153.65
Expense	03/20/2024	Onelegal/court fees	1.00	\$51.48	\$51.48
Expense	04/02/2024	Onelegal/court fees	1.00	\$22.55	\$22.55
Expense	04/10/2024	KNOX Messenger and Filing Service	1.00	\$147.25	\$147.25
Expense	04/29/2024	Onelegal filing fee	1.00	\$22.55	\$22.55
Expense	05/01/2024	KNOX Filing and Messenger Service	1.00	\$147.25	\$147.25
Expense	05/01/2024	KNOX Filing and Messenger Services	1.00	\$125.55	\$125.55
Expense	05/06/2024	One Legal	1.00	\$22.55	\$22.55
Expense	07/31/2024	Mediation Fees - JAMS. Judge Otero.	1.00	\$13,890.00	\$13,890.00
Expense	09/09/2024	Expert Fee: Berger Consulting.	1.00	\$12,265.00	\$12,265.00
Expense	11/01/2024	Mediation Fees - JAMS. Judge Otero.	1.00	\$1,661.00	\$1,661.00
Expense	01/02/2025	One Legal Filing Fees	1.00	\$27.83	\$27.83
Expense	01/09/2025	One Legal Filing Fees	1.00	\$24.68	\$24.68
Expense	01/21/2025	Onelegal filing fee	1.00	\$46.36	\$46.36
Expense	01/22/2025	Document retrieval fee	1.00	\$29.50	\$29.50

Expense	01/31/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	02/03/2025	One legal filing charge	1.00	\$96.95	\$96.95
Expense	05/06/2025	KNOX Filing and Messenger Service	1.00	\$125.75	\$125.75
Expense	07/07/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$31,501.10	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	160.1	\$895.00	\$143,289.50
Norm Blumenthal	17.0	\$995.00	\$16,915.00
Scott Blumenthal	21.8	\$450.00	\$9,810.00
Nicholas De Blouw	51.1	\$850.00	\$43,435.00
Ricardo Ehmann	17.2	\$675.00	\$11,610.00
Jeffrey Herman	3.5	\$750.00	\$2,625.00
Christine LeVu	137.81	\$750.00	\$103,356.67
Piya Mukherjee	8.0	\$750.00	\$6,000.00
Kyle Nordrehaug	80.0	\$950.00	\$76,000.00
Victoria Rivapalacio	21.7	\$750.00	\$16,275.00
Andrew Ronan	52.4	\$550.00	\$28,820.00
Adolfo Sanchez Contreras	15.3	\$450.00	\$6,885.00
Adolfo Sanchez Contreras	11.7	\$250.00	\$2,925.00
Yesenia Silva	32.9	\$250.00	\$8,225.00
Yesenia Silva	0.1	\$0.00	\$0.00
Quantity Total			630.61
Subtotal			\$507,672.27
Total			\$507,672.27

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	08/06/2025	\$507,672.27	\$0.00	\$507,672.27
Outstanding Balance				\$507,672.27
Total Amount Outstanding				\$507,672.27

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #5

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF ALAMEDA**

15 JOHNATHAN VIGIL and TAMARA
16 CASTEEL, individuals, on behalf of
17 themselves and all persons similarly situated,
18 and on behalf of the State of California, as
19 private attorney general,

20 Plaintiffs,

21 vs.

22 ALASKA AIRLINES, INC., a corporation;
23 and DOES 1 through 50, inclusive,

24 Defendants.

CASE NO.: 24CV060637

**DECLARATION OF JOHNATHAN VIGIL
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 27, 2025

Hearing Time: 2:30 p.m.

Reservation ID: 583343376773

Judge: Hon. Peter Borkon

Dept.: 15

Action Filed: January 19, 2024

Trial Date: Not set

1 I, Johnathan Vigil, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in
3 the above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative Service
5 Payment.

6 2. I have personal knowledge of all the facts stated herein. I could and would
7 competently testify under oath to these facts in court if requested to do so.

8 3. I have worked for defendant Alaska Airlines, Inc. ("Alaska") in California from
9 2011 to present, and during that time period I have been classified by Alaska as a non-exempt
10 employee.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California Labor
13 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
14 am not aware of having any actual or potential conflicts of interest with another class member in
15 this case nor am I aware of having any actual or potential conflicts of interest with ILYM Group,
16 Inc., the settlement administrator. I am not aware of any other pending matter or action asserting
17 claims that will be extinguished or adversely affected by this settlement.

18 5. I am employed by Alaska as a Flight Attendant at the San Francisco International
19 Airport. I decided to file this class action lawsuit and be a plaintiff/class representative because I
20 felt that my legal rights as an employee and others like me were violated. For example, I was not
21 paid for all the time I worked. For instance, I was only paid for the time I waited at an airport
22 between flights if the time exceeded two hours. Even if I was paid for my non-productive time,
23 sometimes I would make less than minimum wage.

24 6. I spoke to my attorneys several times and discussed how Alaska implemented its
25 company policies and procedures. I also assisted my attorneys in their investigation into my
26 claims by providing them documents and answering their questions. I reviewed the complaint
27 before it was filed and was given access to an electronic file sharing program that alerted me via
28 email when important documents were filed so that I could review them and keep up with the

1 developments in the case which I understood was one of my duties as a class representative. I
2 could also access court filings from this case on my attorney's law firm website.

3 7. Even though this action is in the process of settling, I was and remain prepared to
4 perform all the duties of a class representative. I understand that as a class representative I have
5 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
6 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
7 benefit of the class members and surrender any right to compromise the group action for an
8 individual gain.

9 8. I understood that being a plaintiff/class representative in this case meant that I was
10 seeking damages not only for myself but also other current and/or former non-exempt employees
11 working for Alaska in California who make up the class. I felt that these individuals were not
12 aware of their labor law rights and even if they were they would probably be apprehensive about
13 speaking up or even simply because of the time, effort and risk involved in filing a class action
14 lawsuit.

15 9. I understood that being a part of this lawsuit involved risks. For example, my
16 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
17 pay for all or part of the attorney fees and costs paid by Alaska to defend this lawsuit. Also, I
18 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
19 against me or downgrade me as a potential hire. As a named Plaintiff in this case it would not be
20 difficult for a future employer to become aware that I sued a former employer for labor law
21 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
22 the rights of others regardless of the risks, time and effort I spent on this case.

23 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
24 kept up to date on important developments by reviewing court filings that were made available to
25 me electronically as I described above.

26 11. A mediation took place on August 23, 2024, with Hon. James Otero (Ret.), a well-
27 respected and experienced mediator of wage and hour class actions. At the mediation, the parties
28 were able to reach an agreement to settle the action. I communicated with my attorneys regarding

1 the terms of the settlement which was reached between the parties and understood that I was
2 representing absent class members and therefore wanted the best possible result to be obtained for
3 the class members and I believe a very positive result was in fact achieved via settlement.

4 12. I have been actively involved with this lawsuit performing the duties described
5 above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed
6 court filings, and spent a significant amount of time on the issues presented during the lawsuit and
7 in the settlement process. I estimate that I spent approximately 30-40 hours working on this case
8 up until this point. I believe I have been diligent and have done what is expected of a named
9 plaintiff and a proposed class representative to date, and will continue to do so. I have and always
10 will maintain the best interest of the class members.

11 13. My attorneys explained to me that the settlement process involves a two-step
12 review by the Court to determine whether the settlement is fair before approving the settlement. I
13 know this process also involves notifying all class members of the settlement terms and of their
14 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
15 settlement.

16 14. I believe I did the right thing by filing this case on behalf of the class members
17 who, subject to court approval, are in line to receive monetary payments as a result of this case and
18 settlement. This is money they may never have ever gotten if I did not pursue this action on their
19 behalf. I feel significant personal satisfaction to know that I played a role in the class members
20 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
21 requested Class Representative Service Payment of \$10,000 from the settlement is fair
22 compensation for the work I performed and the risks I undertook.

23 15. As part of the settlement it was necessary for me to sign a general release of all
24 claims I may have against Alaska. I believe the Class Representative Service Payment I have
25 requested provides me with some compensation for this agreed release.

26 16. In light of all the time and effort I have spent on this case, the risk I undertook by
27 suing my employer, the exposure to being responsible for paying the defendant's costs in the event
28 we did not win the case, the reputational risk that future employers may hold this lawsuit against

1 me, the general release and in light of the size of the settlement, I believe the request for \$10,000
2 as a Class Representative service payment is fair and reasonable.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5

6 Executed on 01/10/2025, at San Francisco, CA.
7 (city, state)

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9 
10 Johnathan Vigil (Jan 10, 2025 14:51 PST)
11 Jonathan Vigil

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EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF ALAMEDA**

15 JOHNATHAN VIGIL and TAMARA
16 CASTEEL, individuals, on behalf of
17 themselves and all persons similarly situated,
18 and on behalf of the State of California, as
19 private attorney general,

20 Plaintiffs,

21 vs.

22 ALASKA AIRLINES, INC., a corporation;
23 and DOES 1 through 50, inclusive,

24 Defendants.

CASE NO.: 24CV060637

**DECLARATION OF TAMARA CASTEEL
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 27, 2025

Hearing Time: 2:30 p.m.

Reservation ID: 583343376773

Judge: Hon. Peter Borkon

Dept.: 15

Action Filed: January 19, 2024

Trial Date: Not set

1 I, Tamara Casteel, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in
3 the above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative Service
5 Payment.

6 2. I have personal knowledge of all the facts stated herein. I could and would
7 competently testify under oath to these facts in court if requested to do so.

8 3. I have worked for defendant Alaska Airlines, Inc. ("Alaska") in California from
9 2008 to present, and during that time period I have been classified by Alaska as a non-exempt
10 employee.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California Labor
13 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
14 am not aware of having any actual or potential conflicts of interest with another class member in
15 this case nor am I aware of having any actual or potential conflicts of interest with ILYM Group,
16 Inc., the settlement administrator. I am not aware of any other pending matter or action asserting
17 claims that will be extinguished or adversely affected by this settlement.

18 5. I am employed by Alaska as a Flight Attendant at the Los Angeles International
19 Airport. I decided to join this class action lawsuit and be a plaintiff/class representative because I
20 felt that my legal rights as an employee and others like me were violated. For example, I was not
21 paid for all the time I worked. For instance, I was only paid for the time I waited at an airport
22 between flights if the time exceeded two hours. Even if I was paid for my non-productive time,
23 sometimes I would make less than minimum wage.

24 6. This case was filed on October 3, 2023. I joined the action as an additional
25 representative around July of 2024. I spoke to my attorneys several times and discussed how
26 Alaska implemented its company policies and procedures. I also assisted my attorneys in their
27 investigation into my claims by providing them documents and answering their questions. I
28 reviewed the complaint before it was filed and was given access to an electronic file sharing

1 program that alerted me via email when important documents were filed so that I could review
2 them and keep up with the developments in the case which I understood was one of my duties as a
3 class representative. I could also access court filings from this case on my attorney's law firm
4 website.

5 7. Even though this action is in the process of settling, I was and remain prepared to
6 perform all the duties of a class representative. I understand that as a class representative I have
7 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
8 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
9 benefit of the class members and surrender any right to compromise the group action for an
10 individual gain.

11 8. I understood that being a plaintiff/class representative in this case meant that I was
12 seeking damages not only for myself but also other current and/or former non-exempt employees
13 working for Alaska in California who make up the class. I felt that these individuals were not
14 aware of their labor law rights and even if they were they would probably be apprehensive about
15 speaking up or even simply because of the time, effort and risk involved in filing a class action
16 lawsuit.

17 9. I understood that being a part of this lawsuit involved risks. For example, my
18 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
19 pay for all or part of the attorney fees and costs paid by Alaska to defend this lawsuit. Also, I
20 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
21 against me or downgrade me as a potential hire. As a named Plaintiff in this case it would not be
22 difficult for a future employer to become aware that I sued a former employer for labor law
23 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
24 the rights of others regardless of the risks, time and effort I spent on this case.

25 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
26 kept up to date on important developments by reviewing court filings that were made available to
27 me electronically as I described above.

28 11. A mediation took place on August 23, 2024, with Hon. James Otero (Ret.), a well-

1 respected and experienced mediator of wage and hour class actions. At the mediation, the parties
2 were able to reach an agreement to settle the action. I communicated with my attorneys regarding
3 the terms of the settlement which was reached between the parties and understood that I was
4 representing absent class members and therefore wanted the best possible result to be obtained for
5 the class members and I believe a very positive result was in fact achieved via settlement.

6 12. I have been actively involved with this lawsuit performing the duties described
7 above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed
8 court filings, and spent a significant amount of time on the issues presented during the lawsuit and
9 in the settlement process. I estimate that I spent approximately 20-30 hours working on this case
10 up until this point. I believe I have been diligent and have done what is expected of a named
11 plaintiff and a proposed class representative to date, and will continue to do so. I have and always
12 will maintain the best interest of the class members.

13 13. My attorneys explained to me that the settlement process involves a two-step
14 review by the Court to determine whether the settlement is fair before approving the settlement. I
15 know this process also involves notifying all class members of the settlement terms and of their
16 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
17 settlement.

18 14. I believe I did the right thing by filing this case on behalf of the class members
19 who, subject to court approval, are in line to receive monetary payments as a result of this case and
20 settlement. This is money they may never have ever gotten if I did not pursue this action on their
21 behalf. I feel significant personal satisfaction to know that I played a role in the class members
22 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
23 requested Class Representative Service Payment of \$10,000 from the settlement is fair
24 compensation for the work I performed and the risks I undertook.

25 15. As part of the settlement it was necessary for me to sign a general release of all
26 claims I may have against Alaska. I believe the Class Representative Service Payment I have
27 requested provides me with some compensation for this agreed release.

28 16. In light of all the time and effort I have spent on this case, the risk I undertook by

1 suing my employer, the exposure to being responsible for paying the defendant's costs in the event
2 we did not win the case, the reputational risk that future employers may hold this lawsuit against
3 me, the general release and in light of the size of the settlement, I believe the request for \$10,000
4 as a Class Representative service payment is fair and reasonable.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct.

7
8 Executed on 01/09/2025, at Anaheim CA.
9 (city, state)

10 
11 Tamara Nicole Casteel (Jan 9, 2025 16:44 PST)
12 Tamara Casteel
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