

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 Plaintiffs

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

14 **IN AND FOR THE 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 genera,

20 Plaintiffs,

21 vs.

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

24 Defendants.

CASE NO.: **24CV060637**

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
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, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Johnathan Vigil and Tamara Casteel (“Plaintiffs”) in this matter. As such, I
4 am fully familiar with the facts, pleadings and history of this matter. The following facts are within
5 my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Alaska Airlines, Inc.
9 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the Class Action
10 and Private Attorneys General Act Settlement Agreement (“Agreement”); (2) for settlement
11 purposes only, conditionally certifying the Class, which is comprised of “Flight Attendants
12 employed by Alaska Airlines, Inc. and based in the state of California at any time during the Class
13 Period”, which is October 3, 2019 through November 21, 2024; (3) provisionally appointing
14 Plaintiffs as the Class and PAGA representatives for settlement purposes only; (4) provisionally
15 appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas De Blouw,
16 Andrew Ronan, Christine T. LeVu and Victoria Rivapalacio of Blumenthal Nordrehaug Bhowmik
17 De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide
18 notice; (6) directing that notice of the proposed settlement be given to the class; (7) provisionally
19 appointing and approving ILYM Group, Inc. as Administrator, and (8) scheduling a final approval
20 hearing date, proposed for July 31, 2025, which is at least 120 days from preliminary approval, to
21 consider Plaintiffs’ motion for final approval of the settlement and for approval of attorneys’ fees
22 and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA
23 Settlement Agreement (“Agreement”) along with exhibits thereto. The form of the Agreement is
24 based upon the Los Angeles County Superior Court model form for a class and PAGA settlement.
25 This Declaration incorporates by reference the definitions in the Agreement, and all terms defined
26 therein shall have the same meaning as set forth in the Agreement.

1 Fairness of Settlement

2 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
3 of Four Million Five Hundred Thousand Dollars (\$4,500,000) (the “Gross Settlement Amount”) is
4 to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
5 issues pending in the Actions between the Parties and will be made in full and final settlement of the
6 Released Class Claims and Released PAGA Claims in exchange for the Individual PAGA Payments
7 to Participating Class Members from the Net Settlement Amount, Individual PAGA Payments to
8 Aggrieved Employees, and also includes (a) the costs of administration of the settlement, (b) all
9 attorneys' fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties
10 payment allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.24.)
11 The following is a table of the key financial terms of the Settlement and the proposed deductions:

12 **\$4,500,000** (Gross Settlement Amount)

- 13 - \$20,000 (Plaintiffs’ proposed Class Representative Service Payments not to exceed
14 \$10,000 each)
15 - \$45,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
16 - \$1,500,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
17 - \$100,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
18 - \$30,350 (Administration Expenses Payment - not to exceed amount)

19 **\$2,804,650** (Net Settlement Amount)

20 4. The relief provided in the Settlement will benefit all members of the Class. The
21 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
22 Payments to the Class Members are all determined under a neutral methodology. Each Participating
23 Class Member will receive the same opportunity to participate in and receive payment through a
24 neutral formula that is based upon the Class Work Months and PAGA Pay Periods for that
25 individual.

26 5. On August 23, 2024, the Parties participated in an all-day mediation session presided
27 over Hon. James Otero (ret.), a respected jurist and experienced mediator of wage and hour class
28 actions. In preparation for the mediation, Defendant provided Class Counsel with payroll and

1 employment data and other information regarding the Class Members, various internal documents,
2 and other compensation and employment-related materials. Class Counsel analyzed the data with
3 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to
4 the mediator. The final settlement terms were negotiated and set forth in the Agreement now
5 presented for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this
6 Settlement is fair, reasonable and adequate.

7 6. Based upon 3,986 Class Members who collectively worked 357,707 Workweeks, the
8 Gross Settlement Amount provides an average value of \$1,128.95 per Class Member and \$12.58 per
9 Workweek and after deductions the Net Settlement Amount provides an average recovery of
10 \$703.62 per Class Member and a recovery of \$7.84 per Workweek. The calculations to compensate
11 for the amount due for the Class at the time of the mediation were calculated by Berger Consulting,
12 Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used
13 the expert to analyze the data and determine the potential unpaid wages for the employees. The
14 maximum potential damages were calculated to be \$37,545 for the alleged unpaid wages due to
15 "Block In Time Adjustments" that reduced sit in pay, and the claims for overtime, meal and rest
16 periods, sick pay were determined to have no value because of federal preemption applicable to the
17 airline industry under the Railway Labor Act, 45 U.S.C. § 151 et seq., the CBA addressing these
18 issues, and California Labor Code §§ 204, 512.2, and Wage Order 9-2001. The expense
19 reimbursement claim had negligible value because of Defendant's policy which provided mobile
20 devices to the Class. As to potential penalties, Plaintiffs calculated that potential waiting time
21 penalties were \$2,950,382, and potential maximum wage statement penalties were between \$54,100
22 and \$7,383,600, depending on the predicate violation giving rise to the penalty.¹ As a result, this
23

24
25 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
27 asserted by Defendants, including, a good faith dispute defense as to whether any premium wages
28 for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and
Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th
576, 584 (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.").

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

12 13 Procedural History of the Litigation

14 7. On October 2, 2023, Plaintiff Virgil filed with the LWDA and served on Defendant a
15 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
16 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA
17 Notice by Plaintiff Virgil, which included and incorporated a copy of the draft complaint, is attached
18 hereto as Exhibit #3 for the Court's reference. On January 19, 2024, plaintiff Johnathan Vigil
19 commenced the State Action by filing a representative action complaint against Defendant in the
20 Superior Court of the State of California, County of Alameda alleging a single cause of action for
21 civil penalties pursuant to California Labor Code § 2699, *et seq.* ("State Action"). On May 9, 2024,
22 the Court stayed the State Action.

23 8. On October 3, 2023, Plaintiff filed a class action Complaint against Defendant in the
24 Superior Court of the State of California, County of San Francisco. This class action Complaint
25 asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code
26

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff did not include the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at Decl. Nordrehaug at ¶33.

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

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

1 2699, 2802, 2804, California Code of Regulations, Title 8, § 11040, Subdivision 5(A)-(B),
2 California Code of Regulations, Title 8, § 11040, Subdivision 7, California Code of Regulations,
3 Title 8, § 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

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

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

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

28 13. Although a settlement has been reached, Defendant denies any liability or

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

15 14. Class Counsel has conducted an investigation into the facts of the class action. Both
16 formal and informal discovery were obtained, which included the production of hundreds of pages
17 of relevant documents. Class Counsel engaged in a thorough review and analysis of the relevant
18 documents and data with the assistance of an expert. Accordingly, the agreement to settle did not
19 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
20 the likelihood of success on the merits and the results that could be obtained through further
21 litigation. In addition, Class Counsel previously negotiated settlements with other employers in
22 actions involving nearly identical issues and analogous defenses. Based on the foregoing data and
23 their own independent investigation, evaluation and experience, Class Counsel believe that the
24 Settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate
25 and is in the best interest of the Class in light of all known facts and circumstances, including the
26 risk of significant delay, defenses asserted by Defendant, and potential appellate issues.
27
28

1 Settlement Terms and Plan of Allocation

2 15. The Gross Settlement Amount is Four Million Five Hundred Thousand Dollars
3 (\$4,500,000). (Agreement at ¶ 1.24.) Under the Settlement, the Gross Settlement Amount consists
4 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
5 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
6 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
7 and (5) the PAGA Penalties payment which is allocated between the LWDA PAGA Payment and
8 the Individual PAGA Payments. (Agreement at ¶ 1.24.) The Gross Settlement Amount does not
9 include Defendant's share of employer-side payroll taxes. (Agreement at ¶ 3.1.) The Gross
10 Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

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

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

1 Class Members will have the right to challenge the number of Class Work Months and PAGA Pay
2 Periods.

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

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

17 20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to
18 administer the Settlement ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid
19 for settlement administration in an amount not to exceed \$30,350. (Agreement at ¶ 3.2(c).) ILYM
20 Group provided an estimate of \$27,550 for administration expenses. A Declaration from ILYM is
21 submitted herewith.

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

28 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross

1 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
2 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$100,000. (Agreement at ¶¶
3 1.37 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
4 Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development
5 Agency ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA
6 Payments to be distributed to the Aggrieved Employees based on the number of months in which
7 the Aggrieved Employee was based in California during the PAGA Period and had a flight
8 assignment or unassigned reserve period, compared to the aggregate total number of months in
9 which all Aggrieved Employees were based in California during the PAGA Period and had a flight
10 assignment or unassigned reserve period (“PAGA Pay Periods”). (Agreement at ¶ 3.2(d).) As set
11 forth in the accompanying proof of service, the LWDA has been served with this motion and the
12 Agreement.

13
14 Risks of Continued Litigation and Standards for Approval

15 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
16 litigate and trying this Action against Defendant through possible appeals which could take several
17 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
18 especially in complex class actions such as this Action. Class Counsel is also mindful of and
19 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
20 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
21 Settlement set forth in the Agreement is in the best interest of the Class Members.

22 24. Here, a number of defenses asserted by Defendant present serious threats to the
23 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant’s practices
24 complied with all applicable Labor laws. Defendant argued that Plaintiffs’ claims were barred by
25 federal preemption applicable to the airline industry under the Railway Labor Act, 45 U.S.C. § 151
26 *et seq.* Defendant argued that Class Members were properly paid all wages, there was no failure to
27 pay overtime wages, and that such claims were barred by Wage Order 9 as set forth in Cal. Code
28 Regs. Title 8, §11090(1)(E). Defendant contends that its meal and rest period policies fully

1 complied applicable law and the CBA, and that claims under California law were barred by
2 California Labor Code § 512.2. Defendant contends that there was no failure to pay for business
3 expenses because Defendant provided each flight attendant with an “inflight Mobile Device” at no
4 cost, and therefore any cell phone usage was merely convenient and voluntary such that
5 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court
6 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs’ claims, on
7 liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues
8 that based on its facially lawful practices, Defendant acted in good faith and without willfulness,
9 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
10 statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) (“[I]f an
11 employer reasonably and in good faith believed it was providing a complete and accurate wage
12 statement in compliance with the requirements of section 226, then it has not knowingly and
13 intentionally failed to comply with the wage statement law.”) If successful, Defendant’s defenses
14 could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these
15 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
16 serious risk to recovery by the Class.

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

26 26. This settlement is therefore certainly entitled to preliminary approval. Were this
27 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
28 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

1 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
2 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
3 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
4 of litigation. The Declarations of the Plaintiffs are submitted herewith in support. At this stage, the
5 requested service award of \$10,000 is within the accepted range of awards for purposes of
6 preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
7 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
8 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
9 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S.
10 Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was
11 \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. 2008)
12 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS*
13 *Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. Jan. 27 2007) (awarding \$25,000 service award in
14 overtime class action and a pool of \$100,000 in enhancements).

15 28. The stage of the proceedings at which this Settlement was reached also militates in
16 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
17 conducted a thorough investigation into the facts of the class action. Class Counsel began
18 investigating the Class Members' claims before the Action were filed, and during the course of
19 litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class
20 Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was
21 also experienced with the claims at issue here, as Class Counsel previously litigated and settled
22 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class
23 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
24 success on the merits and the results that could be obtained through further litigation.

25 29. Based on the foregoing data and their own independent investigation and evaluation,
26 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
27 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
28 Class in light of all known facts and circumstances, including the risk of significant delay, defenses

1 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
2 for both parties possessed sufficient information to make an informed judgment regarding the
3 likelihood of success on the merits and the results that could be obtained through further litigation.

4
5 Class Certification Issues

6 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
7 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
8 the Court may appropriately approve the Class as defined in the Agreement. This Court should
9 conditionally certify the Class for settlement purposes only, defined as follows:

10 Flight Attendants employed by Alaska Airlines, Inc. and based in the state of
11 California at any time during the Class Period.

12 (Agreement at ¶ 1.5.)

13 The Class Period is October 3, 2019 through November 21, 2024. (Agreement at ¶ 1.13.)

14 a. **Numerosity** - Here, Plaintiff asserts that the 3,986 current and former
15 Flight Attendants that comprise the Class can be identified based on Defendant's records and are
16 sufficiently numerous for class certification.

17 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
18 questions of law and fact are present, specifically the common questions of whether Defendant's
19 employment practices were lawful, whether Plaintiffs' claims were preempted by federal law,
20 whether Defendant failed to provide meal and rest periods to Class Members, whether Class
21 Members were lawfully compensated for all hours worked, whether Defendant's Block In
22 Adjustment resulted in unpaid wages, whether Defendant failed to provide required expense
23 reimbursement, and whether Class Members are entitled to damages and penalties as a result of
24 these practices. Plaintiffs contend that certification of this Class is appropriate because Defendant
25 allegedly engaged in uniform practices with respect to the Class Members. As a result, these
26 common questions of liability could be answered on a class wide basis.

27 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
28 is fully satisfied. Plaintiffs, like every other member of the Class, were employed as a Flight

1 Attendant in California, and, alleges like every other member of the Class, were subject to the same
2 employment practices. Plaintiffs, like every other member of the Class, also claim owed
3 compensation as a result of the Defendant's company policies and practices. Thus, the claims of
4 Plaintiffs and the members of the Class arise from the same course of conduct by Defendant,
5 involve the same issues, and are based on the same legal theories.

6 d. **Adequacy** - Plaintiffs contends that the Class Members are adequately
7 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
8 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
9 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
10 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
11 communicated with Class Counsel, provided documents and information to Class Counsel, and
12 participated in the investigation and resolution of the Action. The personal involvement of the
13 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
14 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
15 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
16 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
17 set of facts and legal theories.

18 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
20 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
21 experience. We have handled a number of class actions and complex cases and have acted both as
22 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
23 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
24 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
25 employment law class actions, including claims for misclassification, overtime, expense
26 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
27 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
28

1 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
2 adequate counsel by the courts throughout California. We have been approved as experienced class
3 counsel by both state and federal courts in California in contested class certification proceedings. A
4 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
5 settlement is defined as “Flight Attendants employed by Alaska Airlines, Inc. and based in the state
6 of California at any time during the Class Period.” I have reviewed my firm’s cases and
7 representation of other plaintiffs and there is no conflict or representation which would prevent my
8 firm from representing the interests of the Class this case. My firm only represents employees, and
9 not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My
10 firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to
11 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
12 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the
13 claims are all against different and distinct employers. I can think of no conflict that would arise in
14 our representation of the Class and our adequate representation of the Class is evidenced by the
15 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,
16 neither the Plaintiffs nor Class Counsel have any affiliation with the proposed Administrator for this
17 settlement. Thus, the adequacy requirement for my firm is satisfied.

18 32. In accordance with the Agreement, Defendant will provide to the Administrator a
19 confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.2.) Within 21 days
20 after receiving the Class Data, the Administrator will mail the Class Notice to all Class Members via
21 first-class U.S. Mail using the most current mailing address information available. (Agreement at ¶
22 8.4(b).) The Class Notice, drafted jointly and agreed upon by the Parties through their respective
23 counsel and to be approved by the Court, includes all relevant information. (*See Exhibit “A”* to the
24 Agreement.) The Class Notice will include, among other information: (i) information regarding the
25 Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a
26 description of the applicable release; (iii) information to the Class Members regarding how to opt
27 out and how to object to the Settlement; (iv) the estimated Individual Class Payment for each of the
28 Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the amount of the

1 Plaintiffs' service award request; and (vi) the anticipated expenses of the Administrator. The Class
2 Notice will state that the Class Members shall have forty-five (45) days from the date that the Class
3 Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a
4 written objection, which deadline shall be extended by 15 days for re-mailings. (Agreement at ¶¶
5 1.45, 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement and/or
6 requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement
7 at ¶ 8.7.) Class Members who do not submit a timely and proper request to opt-out will
8 automatically receive a payment of their Individual Class Payment. This notice program was
9 designed to meaningfully reach the Class Members and it advises them of all pertinent information
10 concerning the Settlement.

11
12 33. The PAGA Claim -

13 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
14 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
15 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
16 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
17 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
18 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
19 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
20 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
21 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
22 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
23 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
24 class members." (LWDA Response at p.4).

25 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
26 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
27 \$2,040,700 and \$4,081,400 for a single violation in every one of the 40,814 pay periods at issue in
28 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of

1 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
2 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
3 per pay period but without stacking.³ The PAGA allocation in the Settlement is the amount of
4 \$100,000. This allocation is justified by several important considerations. First, the PAGA claim
5 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
6 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
7 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
8 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
9 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
10 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
11 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
12 awarded could be significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the
13 PAGA claim. Even if we assume that violations for all 40,814 pay periods were established, using
14 the valuation from *Carrington* results in a potential recovery of only \$204,070 under PAGA. This
15 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
16 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
17 reasoning of the LWDA in *O'Connor v. Uber*.

18 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
19 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
20 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
21 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
22 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
23 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
24

25 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$2,040,700 and \$4,081,400 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. Moreover, the recent amendment
to PAGA appears to bar stacking in certain circumstances.

1 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
2 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
3 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
4 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
5 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
6 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
7 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
8 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
9 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
10 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
11 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
12 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
13 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
14 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
15 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
16 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
17 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
18 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
19 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
20 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
21 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
22 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
23 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
24 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
25 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
26 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
27 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
28 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*

1 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
2 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
3 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
4 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
5 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
6 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
7 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
8 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
9 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

10
11 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
12 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
13 reasonable, and at the time of final approval, my firm will present lodestar to further support the
14 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
15 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
16 of the class action awards obtained by Class Counsel in similar employment actions throughout the
17 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
18 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
19 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
20 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
21 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
22 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
23 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
24 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
25 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
26 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
27 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
28 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-

1 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
2 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
3 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
4 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
5 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
6 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
7 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
8 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
9 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
10 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
11 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
12 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
13 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
14 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
15 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
16 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
17 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
18 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
19 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
20 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
21 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
22 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
23 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
24 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
25 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
26 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
27 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
28 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case

No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payments - The reasonableness of the requested service

award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los

1 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
2 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
3 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
4 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
5 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
6 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
7 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
8 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
9 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
10 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
11 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
12 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
13 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
14 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
15 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
16 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
17 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
18 2018) (awarding \$10,000 service award).

19
20 36. Potentially Related Other Actions - Besides this Action, I not aware of any other
21 related cases pending against Defendant which would be impacted by this settlement. The Parties
22 have confirmed this in the Agreement at paragraph 2.11.

23
24 37. Administration - After seeking bids from qualified administrators, the estimate from
25 ILYM Group is was selected, as it provided for an estimate of \$27,550 to perform the settlement
26 administration for a Class of up 4,270, with any difference between the actual expenses and the
27 budget of \$8,500 to be retained in the Net Settlement Amount for distribution to the Class. I have
28 used ILYM Group successfully as the administrator in more than twenty settlements in the last

1 couple years and know them to be competent and experienced. My firm has no relationship or
2 connection with ILYM Group, and thus no conflict of interest exists. Submitted herewith in support
3 of the motion is the Declaration of Anthony Rogers from ILYM Group which includes the estimate
4 for administration from ILYM Group.

5
6 Service on the LWDA:

7 38. At the same time as the filing and service of this declaration, I am also serving the
8 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
9 Settlement Agreement. This service is verified by the accompanying proof of service.

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed this 30th day of January, 2025, at La Jolla, California.

13
14 By:


15 Kyle Nordrehaug
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #1

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

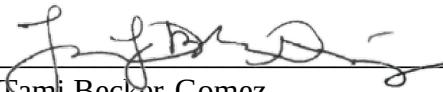
Dated: 12/04/2024



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

Plaintiff Tamara Casteel

Dated: 12/16/2024



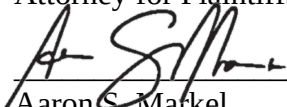
Tami Becker-Gomez
For Defendant Alaska Airlines, Inc.

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
28

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
28

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
28

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
28

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
28

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
27
28

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
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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
28

mediator of wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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

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

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

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

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

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

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

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

Class Representative Service Payments

12. The Agreement provides for Class Representative Service Payments of not more than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of \$_____ each to the Plaintiffs are

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:
28

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
28

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
28

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.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

HON. PETER BORKON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT D

[OPERATIVE COMPLAINT]

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
Christine T. LeVu (State Bar #288271)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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

2. DEFENDANT owns and operates an airline company.

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

6. PLAINTIFFS bring this Class Action on behalf of themselves and a 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

///

///

///

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
jurisdiction. The court may make such orders or judgments,
16 including the appointment of a receiver, as may be necessary to
prevent the use or employment by any person of any practice which
17 constitutes unfair competition, as defined in this chapter, or as may
be necessary to restore to any person in interest any money or
18 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.

24 ///

25 ///

26 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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

6
7
8

9
10
11
12
13

14

15

16
17
18
19

20
21
22
23

24
25
26
27

28

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.
- 25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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]

1 Amanda C. Sommerfeld (SBN 185052)
JONES DAY
2 555 South Flower Street, Fiftieth Floor
Los Angeles, California 90071
3 Telephone: +1.213.489.3939
Facsimile: +1.213.243.2539
4 Email: asommerfeld@jonesday.com

5 Aaron S. Markel*
JONES DAY
6 150 West Jefferson Avenue, Suite 2100
Detroit, Michigan 48226
7 Office: +1.313.230.7929
Email: amarkel@jonesday.com
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
28

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)

4 Aparajit Bhowmik (State Bar #248066)

5 Victoria B. Rivapalacio (State Bar #275115)

6 Christine T. LeVu (State Bar #288271)

7 Adolfo Sanchez Contreras (State Bar #354371)

8 2255 Calle Clara

9 La Jolla, CA 92037

10 Telephone: (858)551-1223

11 Facsimile: (858) 551-1232

12 Emails:

13 AJ@bamlawca.com;

14 Norm@bamlawca.com;

15 kyle@bamlawca.com;

16 christine@bamlawca.com;

17 victoria@bamlawca.com; and

18 adolfo@bamlawca.com.

19 Attorneys for Plaintiff

20 JOHNATHAN VIGIL

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

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
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

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)

Piya Mukherjee

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)

Victoria Rivapalacio

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 Ehmann

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

Associate Attorney

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)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

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

Sergio Julian Puche

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

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 Stewart 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; Figuroa 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 Compiq 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 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz 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 America, 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. Alamitos 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; Lešević 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; Porrás 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. 19STCY30808; 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. Lifesafer 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 County, 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 2, 2023

CA3085

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Alaska Airlines, Inc.
Certified Mail #9589071052700182374699
CSC Lawyers Incorporating Service
Becky DeGeorge
2710 Gateway Oaks Drive, Suite., 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Alaska Airlines, Inc. in California, including any employees staffed with Alaska Airlines, Inc. by a third party, and classified as non-exempt employees during the time period of October 2, 2022 until a date as determined by the Court. Our offices represent Plaintiff Johnathan Vigil (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Alaska Airlines, Inc. (“Defendant”). Plaintiff has been employed since 2011 by Defendant in California. Plaintiff has been at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.