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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

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: July 31, 2025

Time: 2:30 p.m.

Judge: Hon. Peter Borkon

Dept.: 15

1 I, Makenna Snow, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Vigil v.*
6 *Alaska Airlines, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court Approved Notice of Class Action and PAGA Representative Action Settlement and Hearing*
18 *Date for Final Court Approval*, (referred to as “Class Notice”); (c) receiving and processing
19 requests for exclusion and objections to the Settlement, if applicable; (d) resolving Settlement Class
20 Members’ disputes over the number of work weeks Defendant has record of them working during
21 the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing a QSF
22 account and calculating individual settlement award amounts; (f) processing and mailing settlement
23 award checks; (g) handling tax withholdings as required by the Settlement and the law; (h)
24 preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution
25 of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as
26 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 4. On April 7, 2025, ILYM Group received the Court approved text for the Class
2 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On May 1, 2025, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the Class Member's name, last-known mailing address, Social
6 Security number, number of Workweeks, the number of months worked by Class Members, and
7 months worked by Aggrieved Employees. The data file was uploaded to our database and checked
8 for duplicates and other possible discrepancies. The Class List contained 4,112 individuals.

9 6. As part of the preparation for mailing, all 4,112 names and addresses contained in
10 the Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
13 contains requested change of addresses filed with the USPS. To the extent that an updated address
14 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
15 To the extent that no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Class Notice.

17 7. On May 15, 2025, the Class Notice was mailed, via U.S First Class Mail, to all 4,112
18 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of
19 the mailed Class Notice.

20 8. As of the date of this declaration, 146 Class Notices have been returned to our office.
21 Of the 146 returned Class Notices, none included a forwarding address. ILYM Group performed a
22 computerized skip trace on the 146 returned Class Notices that did not have a forwarding address,
23 in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result
24 of this skip trace, 81 updated addresses were obtained and the Class Notices were promptly re-
25 mailed to those Class Members, via U.S. First Class Mail. In addition, 1 Class Member contacted
26 ILYM Group to request that a Class Notice be re-mailed to them.

27 9. As of the date of this declaration, a total of 82 Class Notices have been re-mailed.
28 Specifically, 81 Class Notices were re-mailed as a result of ILYM Group's skip tracing efforts and

1 1 was re-mailed as a result of a request made by a Class Member. The Response Deadline for these
2 Class Members was extended an additional 14 calendar days.

3 10. As of the date of this declaration, a total of 65 Class Notices have been deemed
4 undeliverable as no updated addresses were found notwithstanding the skip tracing.

5 11. As of the date of this declaration, ILYM Group has not received any requests for
6 exclusion. The deadline to request exclusion from the Settlement was June 30, 2025, and is July
7 14, 2025 for the re-mailed notices.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to submit a written objection to the Settlement was June 30, 2025, and
10 is July 14, 2025 for the re-mailed notices.

11 13. As of the date of this declaration, ILYM Group has not received any disputes from
12 a Class Member.

13 14. As of the date of this declaration, ILYM Group will report a total of 4,112
14 Participating Class Members, representing 100.00% of the 4,112 Class Members.

15 15. Participating Class Members will receive a proportional share of the Net Settlement
16 Amount through individual settlement payments, based on the number of Workweeks worked by
17 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
18 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
19 Fees and Litigation Costs, the Class Representative Service Payments, Claims Administration Fees
20 to ILYM Group, and the PAGA Penalties allocation, e.g.,

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Gross Settlement Amount	\$4,500,000.00
Attorney's Fees	\$1,500,000.00
Attorney's Costs	\$45,000.00
Service Payment- Johnathan Vigil	\$10,000.00
Service Payment- Tamara Casteel	\$10,000.00
ILYM Group Fees	\$27,550.00
PAGA Penalties to the LWDA	\$75,000.00
PAGA Penalties to the Aggrieved Employees	\$25,000.00
Net Settlement Amount	\$2,807,450.00

16. The total number of Workweeks worked by the Participating Class Members during the class period is 357,679. As of the date of this declaration, the Escalator Clause has not been triggered.

17. To determine a Participating Class Member's individual settlement award payment, the Net Settlement Amount shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$682.75, with the estimated highest gross payment being \$1,627.08.

18. The PAGA payment shares to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Work Months worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Work Months worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the Aggrieved Employee's, will receive an estimated average payment of \$7.45, with the estimated highest payment being \$12.75.

19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$27,550.00. ILYM Group's work in

1 connection with this matter will continue with the calculation of the settlement award payments,
2 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
3 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
4 Group to perform.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
7 was executed this 7th day of July 2025, at Tustin, California.

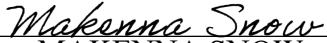
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MAKENNA SNOW

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 \$«Est_Individual_Class_Payment_» (less withholding), and your Individual PAGA Payment is estimated to be \$«Estimated_Individual_PAGA_Payment_»**. 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 «Work_months_class» 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 «Work_months_PAGA» 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 June 30, 2025.	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 June 30, 2025	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 July 31, 2025 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 31, 2025 at 2:30 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 June 30, 2025	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 June 30, 2025. 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 \$2,804,650. 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, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over 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 «Work_months_class» 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 \$«Est_Individual_Class_Payment».

Defendant's records reflect that you worked «Work_months_PAGA» 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 \$«Estimated_Individual_PAGA_Payment».

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 June 30, 2025. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com 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 June 30, 2025. You may also fax your request to opt out to (888) 845-6185 or email the opt out to claims@ilymgroup.com 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 ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. Written requests for exclusion that are postmarked after June 30, 2025, 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 July 31, 2025, 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 www.ilymgroup.com/AlaskaAirlines or on the Court's website (<https://eportal.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 June 30, 2025.** You may also fax the objection to (888) 845-6185 or email the objection to claims@ilymgroup.com 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: ILYM Group, Inc.

Email Address: claims@ilymgroup.com

Mailing Address: P.O. Box 2031 Tustin, CA 92781
Telephone Number: (888) 250-6810
Fax Number: (888) 845-6185
Settlement Website: www.ilymgroup.com/AlaskaAirlines

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 2:30 p.m. (Pacific Standard Time) on July 31, 2025, 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 www.ilymgroup.com/AlaskaAirlines. 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.

How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Vigil v. Alaska Airlines, Inc.* Administrator, c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

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 www.ilymgroup.com/AlaskaAirlines 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.