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and as a representative of aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LOS ANGELES

DIVYA K. PURSLEY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SLING FLYING CLUB, LLC, a California
Limited Liability Company; and DOES 1
through 25,

Defendants.

Case No.: 23STCV27865
Assigned to Hon. Samantha P. Jessner
Department SSC-7

**DECLARATION OF AARON C.
GUNDZIK IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: June 16, 2025
Time: 10:00 a.m.
Place: SSC-7

Complaint Filed: November 14, 2023

I, Aaron C. Gundzik, declare as follows:

1. I am a partner at Gundzik Gundzik Heeger LLP, co-counsel for Plaintiff
Divya K. Pursley. This Declaration is submitted in support of Plaintiff's Motion for Final
Approval of Class and Representative Action Settlement ("Motion").

2. I am admitted to practice law in the state of California. I have personal
knowledge of the matters set forth herein, and, if called as a witness, could competently
testify thereto.

3. I am familiar with California law governing wages owed to employees, including but not limited to California Labor Code Sections 201, 202, 204, 226, 226.7, 510, 512, 1194-1198, 2802, 2698 *et seq.*, California Business and Profession Codes 17200 *et seq.*, and the Wage Orders of the Industrial Welfare Commission.

4. There are no conflicts that would prevent me from serving as Class Counsel in this matter.

Procedural Information

5. This action was filed on November 14, 2023. The settlement that is the subject of Plaintiff’s Motion resolves class and PAGA claims asserted in Plaintiff’s First Amended Complaint, which was filed on January 19, 2024. The First Amended Complaint alleges the following causes of action against Defendant Sling Flying Club, LLC (“Defendant” or “Sling”): (1) failure to pay wages for all work performed; (2) failure to pay overtime; (3) failure to provide compliant meal and rest breaks; (4) inaccurate wage statements; (5) failure to reimburse necessary expenses; (6) unfair business practices; (7) failure to pay unpaid wages at separation; and (8) recovery of civil penalties pursuant to the Private Attorneys General Act, Cal. Lab. Code §§2698-2699.5 (“PAGA”).

Investigation and Discovery Prior to Settlement

6. Rebecca Gundzik and I, and our co-counsel Dan Holzman, have been directly involved in all aspects of this case. In that regard, we have extensively investigated Plaintiff's claims against Defendant. We have engaged in informal discovery and reviewed and analyzed numerous pay documents, including records and information produced by Defendant, and worked to develop information on potential damages. In connection with the mediation, Defendant produced a large sample of time records and pay records which represented about 20% of the class's total pay periods. Defendant also provided personnel records, handbooks and policies. In addition, our offices interviewed class members about their experiences working for Defendant. We have also investigated and compiled publicly available information about Defendant and its business.

1 7. I met and conferred extensively with Defendant's counsel regarding the
2 scope and type of additional documents and information we were seeking in advance of the
3 mediation. As a result of these negotiations, Defendant provided additional information
4 including, the number of Class Members and PAGA Aggrieved Employees, total Class
5 Member Workweeks, total PAGA Aggrieved Employee pay periods, number of separated
6 Class Members and the number of separated PAGA Aggrieved Employees.

7 8. I and my litigation team have reviewed and analyzed the records and
8 information produced by Defendant together with the information provided by our client.
9 We prepared an extensive damages model including an estimate of the damages incurred by
10 the Class and the PAGA Aggrieved Employees.

11 9. I and my co-counsel consulted with Plaintiff extensively in order to
12 investigate the facts before filing the Complaint and subsequent pleadings. We continued to
13 consult with her prior and subsequent to the mediation regarding the forgoing issues. Ms.
14 Pursley provided us with numerous details about her experiences working for Defendant and
15 provided us with information about other employees that we interviewed. Ms. Pursley
16 helped us prepare for and attended the mediation remotely.

17 10. Based upon our investigation, we made the following contentions: Defendant
18 Sling Flying Club LLC, is a flight school, located in Torrance, California. Plaintiff Pursley
19 worked as a flight instructor for Sling.

20 11. While working, Plaintiff and Class Members contended that due to their work
21 obligations, they did not have sufficient time to take compliant meal and rest breaks.

22 12. Plaintiff and Class Members also contended that they were not paid for all
23 hours that they were required to be at work. Instead, they were paid only for time spent
24 teaching students.

25 13. Plaintiff and Class Members further contended that they did not receive
26 overtime premium pay when they were required to work overtime hours.

27 14. Plaintiff and the Class Members also contended that Defendant did not
28 maintain time records at all for flight instructors.

15. Also, Plaintiff and Class Members contended that they had to use their personal cell phones to communicate with their supervisors, students and other employees. But Defendant did not reimburse employees for these expenses.

16. Based on the foregoing, Plaintiff contended that she and class members were not provided with compliant wage statements or paid all wages owed to them upon separation from Sling.

Summary of Settlement Negotiations

17. On July 18, 2024, I, Plaintiff and our co-counsel Dan Holzman, as well as Defendant and Defendant's counsel, attended a remote mediation session with Michael Loeb, Esq. Mr. Loeb has substantial experience mediating wage and hour class actions and PAGA representative actions like this one. The case settled after a full day of negotiation pursuant to a mediator's proposal. The settlement was negotiated at arms' length and was in no sense collusive.

18. I, Ms. Gundzik, our co-counsel and Plaintiff concluded, after taking into account the sharply disputed factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the action, that the settlement is in the best interests of the Class and is fair and reasonable. We also considered the possibility that the Class would not be certified and factored in the additional delay in recovery for Class Members if the settlement was rejected and the case went to trial. We also considered Defendant's contention that it did not have sufficient assets to satisfy a larger judgment.

19. A true and correct copy of the First Amended Stipulation of Class Action and PAGA Agreement (“Settlement Agreement”) is attached hereto in **Exhibit 1**. Pursuant to the terms of the proposed settlement, Defendant will pay a Gross Settlement Amount (GSA) of \$630,000. After proposed deductions, as approved by the Court, the Net Settlement Amount will be about \$369,000, all of which will be available to distribute to settlement Class members, resulting in an average settlement payment of about \$2,250 per class member. The parties propose making the following payments from the GSA:

1 (a) Settlement Administration costs of \$6,700;
2 (b) a Service and Release Award to Representative Plaintiff Divya Pursley in
3 the amount of \$10,000;
4 (c) Class Counsel's Attorneys' Fees in the amount of \$210,000, which is
5 one-third of the GSA;
6 (d) Class Counsel's actual litigation costs and expenses in the amount of
7 \$14,248.17; and
8 (e) An allocation of \$20,000 to Plaintiff's PAGA claims (the "PAGA
9 Amount"), seventy-five percent (75%) (\$15,000) of which will be paid to
10 the California Labor and Workforce Development Agency (the "LWDA
11 Payment"), and the remaining twenty-five percent (25%) (\$5,000) of
12 which will be distributed to the Aggrieved Employees. See Ex. 1, ¶ 1.30.
13 The remaining Net Settlement Amount of \$369,051.83 will be distributed to the settlement
14 Class Members according to the formula in the Settlement Agreement, not including the
15 amounts owed to them as Aggrieved Employees. See Ex. 1, ¶ 3.2.4. Paragraph 8 of the
16 Settlement Agreement includes an Escalator Clause which was to be triggered if Class
17 Member Qualifying Workweeks exceeded 7,621. Upon receipt of the Class Data, the
18 administrator advised us that the data did not trigger the Escalation Clause.
19 20. As compensation for her efforts, the Settlement Agreement provides that a
20 Class Representative Service and Release Award in the amount of \$10,000 will be requested
21 for the Representative Plaintiff, Divya Pursley. This award is in recognition of the
22 significant time Plaintiff expended pursuing this action and assisting our efforts with the
23 case, and in recognition of the expanded general release that she is required to provide, as
24 part of the Settlement. Plaintiff spent a great deal of time consulting with us in order to
25 investigate the facts before the Complaints and amended pleadings were filed, monitoring
26 the status of the litigation, consulting with us extensively prior to, during and subsequent to
27 the mediation and reviewing, discussing and signing the Memorandum of Understanding,
28 the original Stipulation of Class Action and PAGA Agreement and the First Amended

1 Stipulation of Class Action and PAGA Agreement. She provided us with numerous details
2 about her experience and the experience of others working for Defendant and missed a full
3 day of work to attend the mediation. Plaintiff's presence at the mediation was invaluable, as
4 she was able to provide us a great deal of additional information that was extremely helpful
5 for our negotiations. As an additional requirement to receiving the proposed Class
6 Representative Service and Release Award, Plaintiff is required to sign a broad general
7 release which includes a waiver of Section 1542 of the California Civil Code.

8 **Analysis of Value of Claims**

9 21. Based on the data provided to us we determined that there were 141 Class
10 Members, who worked a total of 6,928 weeks during the Class Period.¹ The average hourly
11 rate was \$15, and the average regular rate was \$20.

12 22. The First Cause of Action is for failure to pay for work performed. This claim
13 was based on the contention that Defendant failed to pay flight instructors for all of the time
14 that they worked. Class Members were not paid by the hour. Instead, they were paid for
15 some, but not all, tasks performed during a workday. For example, Class Members were not
16 paid for time that they waited between lessons or for the time between their arrival at work
17 and the beginning of their first paid lesson. Defendant did not provide a mechanism for
18 Class Members to record their working hours and breaks. So, it was difficult to precisely
19 determine the amount of unpaid time. Based on our Class Member interviews and other
20 data, we estimated that Class Members worked about 1.5 unpaid hours per shift. About 10%
21 of these hours were overtime hours. On average, Class Members worked about 3.5 shifts per
22 week. Using these numbers, we estimated that the maximum value of this claim to be
23 \$555,640. However, certifying this claim would be challenging because there is no data to
24 support these instances of unpaid time, and it is based solely on class member statements.
25 Moreover, Defendant could successfully contend that there are manageability issues and
26 individualized issues as to whether and to what extent Class Members worked off the clock.
27 I therefore determined that the minimum value of this claim is \$0.

28 ¹ Upon receipt of the Class Data, we learned that the actual Class size is 164.

1 23. The Second Cause of Action is for failure to pay for overtime work at
2 overtime rates of pay. This claim was based on Defendant's failure to pay Plaintiff and the
3 other Class Members overtime rates of pay for overtime hours. After reviewing work logs,
4 we concluded that about 10% of the unpaid time represented overtime. Using this estimate
5 and the other numbers discussed in the preceding paragraph, we estimated the maximum
6 value of this claim to be \$123,475. However, for the reasons discussed above, this claim,
7 too, would be challenging. Accordingly, we concluded that the minimum value of this claim
8 is \$0.

9 24. The Third Cause of Action is for failure to provide compliant meal and rest
10 periods. This claim was based on Defendant's failure to provide compliant meal and rest
11 breaks as well as its failure to pay Class Members meal and rest break premiums.
12 Defendant's records revealed that Class Members were often denied compliant breaks.
13 Based on the records we reviewed, I determined that the maximum value of the meal break
14 portion of this claim is \$203,049. This is based on an estimated total of 27,439 shifts and a
15 37% violation rate. (27,439 shifts x 37% violation rate x \$20 regular rate = \$203,049.) We
16 estimated that the maximum value of the rest break portion of this claim is about \$323,780.
17 This is based on an assumed violation rate of 59% (27,439 shifts x 59% violation rate x \$20
18 regular rate = \$323,780.) However, because of the lack of documentary evidence regarding
19 rest break violations, and the possibility that Defendant could successfully contend that the
20 meal and rest break violations were individualized incidents which did not support a class
21 award, we concluded that the minimum value of this claim is \$0.

22 25. The Fourth Cause of Action is for failure to provide compliant wage
23 statements. The statute of limitations on such a claim is one year. This claim is based on the
24 fact that the wage statements issued to Plaintiff and the Class are incorrect in that they did
25 not include all of the unpaid hours worked and do not reflect meal and rest break wage
26 premiums that should have been paid. The penalties for inaccurate wage statements are \$50
27 per employee for the first violation and \$100 per employee per violation for all subsequent
28 violations. Penalties per employee are limited to \$4,000. Prior to mediation, Defendant

1 disclosed that a total of 103 employees worked a total of about 3,551 pay periods during the
2 PAGA Period. Based upon the number of wage statements, I estimated that the maximum
3 value of this claim is approximately \$349,950. ((3,551 pay periods x \$100) – (103
4 employees x \$50) = \$349,950.) At the same time, I estimated that this claim has a minimum
5 value of \$0.

6 26. The Fifth Cause of Action is for failure to reimburse employees for all
7 necessary expenditures. This claim was based upon Plaintiff's contention that Class
8 Members were required to use their personal cell phones to communicate with their
9 supervisors, students and coworkers. I determined that the maximum value of this claim is
10 approximately \$84,175, which assumes a reimbursement rate of \$50 per month and about
11 1,683 employee months worked during the class period. I estimated that the minimum value
12 is \$0.

13 27. The Seventh Cause of Action is for failure to pay separated employees all
14 wages due at the time of separation. This claim is based on Defendant's alleged failure to
15 pay Class Members all wages due when they separated, as their final pay did not include
16 amounts due for meal or rest period premiums, non-productive time or for all of their
17 overtime work. There are about 73 Class Members who were separated during the relevant
18 statutory period. At an average daily rate of \$140, I determined that the maximum value of
19 this claims is approximately \$306,600 and that the minimum value is \$0.

20 28. The Sixth Cause of Action is for violation of Business & Professions Code
21 section 17200, *et. seq.* The forgoing analysis assumes the longer four-year statute of
22 limitations that is available under the UCL for certain violations. This cause of action is
23 derivative of the other claims that have already been analyzed. Accordingly, the damages
24 available under this cause of action have already been analyzed or are duplicative of the
25 damages discussed.

26 29. The Eighth Cause of Action is for violations of the Private Attorneys General
27 Act (PAGA). The PAGA claim is limited in time to one year. The strength of the PAGA
28 claim would be impacted by the factors discussed above for the non-PAGA claims. Based

1 on recent PAGA decisions, I concluded that even if Plaintiff was successful on this claim
2 through trial, the Court may well have exercised its discretion under PAGA and significantly
3 reduced the penalties. Cal. Labor Code §2699(e)(2). In addition, the settlement was
4 primarily directed at recovering wages and unpaid premiums owed to Class Members and
5 the bulk of the settlement funds were intended to compensate for these wages. Based on
6 these factors, I believe that the maximum reasonable value of the PAGA claim is
7 approximately \$350,000, and the minimum value is nothing. I therefore concluded that the
8 \$20,000 that the parties allocated to PAGA, 75% of which will be paid to the LWDA, is a
9 reasonable settlement of that claim.

10 30. Based upon the foregoing, I determined that the class claims in this case had
11 a minimum value of \$0 and a maximum estimated value of about \$1.9 million, not including
12 the PAGA penalties. Based on a Class size of approximately 164, the reasonable estimate of
13 the average net amount that Class Members could have obtained if Plaintiff prevailed at trial
14 on behalf of the entire Class, if the Class was certified, would be a minimum of \$0 and a
15 maximum of about \$11,585. However, the maximum amount is almost never recovered at
16 trial and never in a settlement. Settlements, by their nature, must account for the weaknesses
17 in a plaintiff's case, which are discussed above. Indeed, because Defendant raised a
18 colorable legal or factual defense to each of the claims Plaintiff alleged, it is possible that,
19 after trial, the Class would recover nothing. Defendant also is a relatively small company
20 with limited finances, and we were concerned that it would not be able to satisfy a judgment
21 in excess of the settlement amount and that if the litigation continued, it may not have
22 been able to remain a viable business (which would have meant that the Class Members
23 would not receive any amounts whatsoever).

24 31. The PAGA settlement satisfies the criteria in *Moniz v. Adecco USA, Inc.* 72
25 Cal. App. 5th 56, 77 (2021), because "it is fair, reasonable, and adequate in view of PAGA's
26 purposes to remediate present labor law violations, deter future ones, and to maximize
27 enforcement of state labor laws." In our settlement, \$20,000 is allocated to Plaintiff's PAGA
28 claim, which is approximately 3% of the Gross Settlement Amount. In conjunction with the

1 class settlement, pursuant to which Class Members will receive a total of approximately
2 \$358,300, not including the PAGA payment, this settlement will serve to remediate
3 Defendant's labor law violations. Given that Defendant will be paying \$630,000, as a result
4 of the alleged violations, the Class and PAGA settlement is a large disincentive for
5 Defendant to engage in similar Labor Code violations in the future. And, because all Class
6 Members will receive a notice of settlement with our contact information, those employees
7 will know to contact us in the future if Defendant attempts to engage in similar practices.
8 These factors—the payment of a large sum and employee notice of violations and potential
9 violations—serve to maximize enforcement of state labor laws. Also, unlike in *Moniz*, here
10 there is no unsubstantiated and disproportionate allocation of civil penalties between
11 different groups of employees. All aggrieved employees will receive an allocation of PAGA
12 civil penalties based on the number of qualifying pay periods that they worked for
13 Defendant.

14 32. If the settlement is not approved, Plaintiff would need to move forward with
15 discovery and then move for class certification. Defendant will oppose certification on the
16 grounds that numerous individualized fact issues allegedly exist. Defendant will argue and
17 could succeed in claiming that these individualized issues overwhelm common issues,
18 and/or that the action is not manageable on a class wide basis. The result could be that the
19 case would not be certifiable as a class action.

20 33. Even if we proceeded and the Class is certified, significant risks would
21 remain. At trial Defendant could interpose a successful defense which could either cause the
22 Court to decertify the Class or cause the jury to reject Plaintiff's claims or award the Class
23 only a small amount of the unpaid wages and other damages sought. And, even if the Class
24 ultimately prevailed, most of the Class Members would have to wait years before they
25 received any payment from the lawsuit.

26 34. After analyzing and weighing the evidence discussed above as well as the
27 legal issues, we concluded that the settlement of \$630,000, \$20,000 of which will be
28 allocated to Plaintiff's PAGA claim, for a class of approximately 164 people, represents a

1 fair and reasonable discount from the realistic recovery. We considered the fact that
2 Defendant is a small company and, as set forth in Defendant’s declaration accompanying the
3 Motion, may not have had sufficient funds to pay in excess of the settlement amount. We
4 firmly believe that amount is the most that Defendant was willing and able to pay at this
5 stage of the case and that if we had rejected that amount, we would have been forced to seek
6 class certification and subject the Class to the risk of losing at any stage of the process. The
7 settlement will allow the parties to avoid the expense and time commitments of continued
8 litigation and provides a significant benefit for the Class, the LWDA and the PAGA
9 Aggrieved Employees which would not otherwise have been available unless a settlement
10 was reached. Based on my experience, I believe a gross settlement of \$630,000 is within the
11 “ballpark” of a fair, reasonable and adequate settlement.

12 **Preliminary Approval of Settlement**

13 35. On October 29, 2024, Plaintiff filed her Motion for Preliminary Approval of
14 Class Action Settlement with supporting declarations.

15 36. On December 12, 2024, the Court issued a Minute Order in which it
16 requested additional information and modifications to the Settlement.

17 37. On January 16, 2025, Plaintiff submitted a Supplemental Declaration in
18 response to the Court’s December 12, 2024, Minute Order.

19 38. On March 12, 2025, the Court granted preliminary approval of the First
20 Amended Stipulation of Class Action Settlement Agreement (“Settlement Agreement”) and
21 approved the notice of settlement prepared by the parties. A copy of the Court’s preliminary
22 approval order is attached hereto as **Exhibit 2**.

23 **Settlement Administration**

24 39. The settlement is being administered by Phoenix Settlement Administrators
25 (“Phoenix” or “Settlement Administrator”). Until distribution, the Gross Settlement Amount
26 will be held in a Qualified Settlement Fund established by the Settlement Administrator.
27 Phoenix’s fee for the costs of administration of the settlement is \$6,700.
28

1 40. The notification process was fairly administered. As set forth in the
2 Declaration of Jarrod Salinas, Phoenix Case Manager, on April 4, 2025, Phoenix sent the
3 Notice of Settlement to the Class Members' last-known address as specified in the Court's
4 Order granting preliminary approval of class action settlement. None of the notices were
5 returned to the administrator. All of the notices were considered delivered.

6 41. As set forth in the TPA's declaration, as of the date of this Declaration,
7 Phoenix has not received any opt-outs or objections. Class Counsel have not received any
8 objections or opt out notices from any Class Members. Because this is an opt-out Class, all
9 of the 164 Class Members will receive a settlement payment, which is a 100% participation
10 rate. That participation rate, together with the absence of any objectors, provides a strong
11 indication that the settlement is fair and adequate, and that Class Members believe it to be
12 so.

13 **Request for Attorneys' Fees and Costs**

14 42. The preliminarily approved settlement provides for the payment of up to one-
15 third of the gross settlement amount (\$210,000) to Class Counsel for attorneys' fees and up
16 to \$25,000 for Class Counsel's reasonable costs and expenses. Class Counsel has and will
17 expend \$14,248.17 in connection with this lawsuit and are therefore requesting this amount
18 as reimbursement for their costs. This request is fair, reasonable and adequate to compensate
19 Class Counsel for the substantial work we have put into this case and the risk we assumed
20 by taking it. The attorneys' fees award is intended to reimburse Class Counsel for all the
21 uncompensated work that we have already done and for all the work we will continue to do
22 in carrying out and overseeing the administration of the settlement. We are requesting that
23 the Court compensate Class Counsel on a contingency basis in light of the benefit provided
24 to the Class and because a lodestar analysis confirms the reasonableness of the contingency
25 fee.

26 **Summary of Class Counsel's Experience**

27 43. I have been practicing law in Southern California for over 35 years. I
28 graduated from the University of Southern California Law School in 1987 and have been a

1 member of the California bar since 1987. For my first 14 years of practice, I worked in the
2 Los Angeles office of a large international law firm, then known as LeBoeuf, Lamb, Greene
3 & MacRae, first as an associate and then as an equity partner. I left that firm in 2001 and
4 formed Cotton & Gundzik LLP. In 2012, I joined Gartenberg Gelfand Hayton LLP, and in
5 January of 2020, I formed Gundzik Gundzik Heeger LLP (“GGH”). Throughout my career I
6 have been involved in the litigation of complex cases, including securities, consumer and
7 wage and hour class actions. Presently, I am plaintiffs’ counsel in approximately eight class
8 actions in various stages of litigation. I have served as class counsel in numerous wage and
9 hour class actions that have already settled and successfully represented a class of service
10 technicians at trial and through appeal in *Gonzalez v. Downtown LA Motors, LP*, 215 Cal.
11 App. 4th 36 (2013). The precedent created in the *Gonzalez* case was one of the bases for
12 Labor Code section 226.2.

13 44. Rebecca Gundzik, who is also a partner at my law firm, has also been
14 practicing law in Southern California for over 35 years. She worked with me extensively on
15 this case. Ms. Gundzik graduated from the University of Southern California Law School in
16 1988 and has been a member of the California bar since 1988. In her 35-year legal career,
17 Ms. Gundzik worked at Loeb & Loeb and worked at Allen Matkins Leck Gamble Mallory &
18 Natsis LLP for fifteen years. Ms. Gundzik has also had significant experience with complex
19 cases, including real estate, business, and consumer and wage and hour class actions. Ms.
20 Gundzik works with me on all of my class action matters and was my co-counsel at the trial
21 of *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36 (2013).

22 45. I and/or Rebecca Gundzik have been appointed as class counsel in the
23 following wage and hour class actions:

24 a. *Gonzalez v. Downtown LA Motors*, 215 Cal. App. 4th 35 (2013)

25 b. *Aboyte v. Sunrise Ford, Inc.*, Los Angeles County Superior Court Case No.
26 BC521274

27 c. *Alshamri v. Ford of Santa Monica, Inc.*, Los Angeles County Superior Court
28 Case No. BC529007

- 1 d. *Altschuler v Sedgwick Claims Management Services, Inc.*, Los Angeles
2 County Superior Court Case No. 21STCV06933
- 3 e. *Bromberg v. Fidelity National Information Services*, United States District
4 Court, Central District of California Case No. 2:15-CV-7930
- 5 f. *Burciaga v. Superior Thread Rolling Company*, Los Angeles County
6 Superior Court Case No. BC585143
- 7 g. *Centino v. Arrowhead Products Corporation*, Orange County Superior Court
8 Case No. 30-2018-00988493
- 9 h. *Caesar-Roden v Yoga Works, Inc.*, Los Angeles County Superior Court Case
10 No. BC711991
- 11 i. *Claim Jumper Restaurants Wage and Hour Cases*, JCCP No. 4916
- 12 j. *ClubCorp Wage and Hour Cases*, Orange County Superior Court Case No.
13 30-2-2—01137085 (JCCP No. 5138)
- 14 k. *Cypress Security Wage and Hour Cases*, Los Angeles County Superior Court
15 Case No. BC672405 (JCCP No. 4963)
- 16 l. *Dittmar v. Costco*, S.D. Cal. No. 3-14-CV-1156
- 17 m. *Franco v. Gentry Brothers, Inc.*, Los Angeles County Superior Court Case
18 No. BC586571
- 19 n. *Gallegos v. EC Holdings Inc.*, Los Angeles County Superior Court Case No.
20 BC616867
- 21 o. *Gonzales v. Manrika, Inc.*, Los Angeles County Superior Court Case No.
22 BC570534
- 23 p. *Grieg v. Food on Time, Inc.*, at al., Los Angeles County Superior Court Case
24 No. BC684566
- 25 q. *Guillen v. Grasshopper House, LLC*, Los Angeles County Superior Court
26 Case No. BC685116
- 27 r. *Hall v. Culpepper & Associates Security Services, Inc.*, Los Angeles County
28 Superior Court Case No. 20STCV15317

- 1 s. *Haskins v. Walmart, et al.*, San Diego County Superior Court Case No. 37-
2 2019-00020149-CU-OE-NC
- 3 t. *Hamilton v. BlueMercury, Inc.*, Los Angeles County Superior Court Case No.
4 BC625829
- 5 u. *Henriquez v. NGU Transport LLC*, Los Angeles County Superior Court No.
6 BC714165
- 7 v. *Hernandez v. The Bicycle Casino LP*, Los Angeles County Superior Court
8 Case No. BC628414
- 9 w. *Honeine v. PMB Motorcars, LLC*, Los Angeles County Superior Court Case
10 No. BC530827
- 11 x. *Hughes v. Jeffrey Lee Galitz, MD, a Professional Medical Corp.*, Los
12 Angeles County Superior Court Case No. 21STCV30732
- 13 y. *Jimenez v. El Proyecto Del Barrio, Inc.*, Los Angeles County Superior Court
14 No. 19STCV18696
- 15 z. *Jimenez v. PPG Industries, Inc.*, Los Angeles County Superior Court Case
16 No. BC613324
- 17 aa. *Kaelberer v. Long Beach Eurocars LLC*, Los Angeles County Superior Court
18 Case No. BC521275
- 19 bb. *Kuenstle v. Childrens Hospital Los Angeles Medical Group, Inc.*, Los
20 Angeles County Superior Court Case No. BC653858
- 21 cc. *Kussner v. MV Public Transportation, Inc.*, Los Angeles County Superior
22 Court Case No. 21STCV12259
- 23 dd. *Maravilla v. Motion Picture Television Fund*, Los Angeles County Superior
24 Court Case No. BC690494
- 25 ee. *Medina v. Kaweah Pump, Inc.*, Tulare County Superior Court No. 265579
- 26 ff. *Mendez v WTMG, Inc.*, San Joaquin County Superior Court Case No. STK-
27 CV-UOE-2021-0009144
- 28

1 gg. *Mendoza v. Quanta Computer, USA, Inc.*, Alameda County Superior Court
2 No. RG11589781
3 hh. *Mitchiner v. Cox Target Media, Inc.*, Los Angeles County Superior Court
4 Case No. 19STCV00319
5 ii. *Munoz v. Dependable Highway Express, Inc.*, Los Angeles County Superior
6 Court Case No. BC535931
7 jj. *Nava v. Pacific Coast Sightseeing Tours & Charters, Inc.*, Los
8 Angeles County Superior Court Case No. BC685681
9 kk. *Ortiz v. Roberts Tool Co., Inc.*, Los Angeles County Superior Court Case No.
10 BC626244
11 ll. *Otis v. Ray Stone Incorporated*, Sacramento County Superior Court Case No.
12 34-2019-00269952
13 mm. *Parrilla v Monster Energy Company*, Los Angeles County Superior Court
14 Case No. 21STCV25855
15 nn. *Perez v. The Parsons Group, Inc.*, Santa Barbara County Superior Court
16 Case No. 19CV01203
17 oo. *Poland v. Glen Ivy Hot Springs, Inc.*, Riverside County Superior Court No.
18 RIC1312130
19 pp. *Saavedra v. Cliff View Terrace, Inc.*, Santa Barbara County Superior Court
20 Case No. 17CV02531
21 qq. *Santiago v. Univar Solutions, Inc.*, Los Angeles County Superior Court Case
22 No. 21STCV25600
23 rr. *Schneider v. Inner City Education Foundation*, Los Angeles County
24 Superior Court Case No. BC617827
25 ss. *Stadnik v. Leon's Transmission Service, Inc.*, Los Angeles County Superior
26 Court Case No. 19STCV44253
27 tt. *Surveillance Security Wage and Hour Cases*, JCCP 4969
28 uu. *T.J. Maxx Wage and Hour Cases*, JCCP 5097

1 vv. *Vatralova v. Sears, Roebuck and Co.*, Los Angeles County Superior Court
2 Case No. BC515650
3 ww. *Villalobos v. Pedego, Inc.*, Orange County Superior Court Case No. 30-2019-
4 01102461
5 xx. *Watson v. Aegis Security & Investigations Inc.*, Los Angeles County Superior
6 Court Case No. BC695411
7 yy. *Wysocki v. Color Spot Nurseries, Inc.*, San Luis Obispo County Superior
8 Court No. 14CVPO138
9 zz. *Yoo v NGL Transportation LLC*, Los Angeles County Superior Court Case
10 No. BC682160
11 aaa. *Yoo v. South Coast Transportation & Distribution, Inc.*, Los Angeles
12 County Superior Court Case No. BC682120
13 46. Many of the cases listed in Paragraph 45 and the cases still active involve
14 wage and hour issues similar to the legal and factual issues involved in this case.
15 **B. Summary of Work Performed**
16 47. Ms. Gundzik and I have performed significant legal work in this case on
17 behalf of Plaintiff, as summarized in Paragraphs 48-53 below.
18 48. The legal work performed by my firm on the case consumed a great deal of
19 our time and resources. GGH and Caskey & Holzman are small firms with few attorneys.
20 Our work on this case included preparing pleadings and other documents filed with the
21 Court, extensively investigating Plaintiff's claims against Defendant, preparing for and
22 attending the mediation, and preparing the settlement documents and related motions. In
23 connection with the mediation, we met and conferred extensively with opposing counsel
24 regarding the documents and information to be exchanged in conjunction with the
25 mediation, spent numerous hours reviewing and analyzing the documents produced by
26 Defendant, reviewed and analyzed numerous time and pay records, policies and other
27 documents in advance of the mediation, interviewed other employees, and drafted the
28 mediation brief. We prepared for and engaged in a successful mediation, and then negotiated

1 and drafted the settlement documents, the motion for preliminary approval of the settlement
2 and related documents, the amended settlement agreement, and drafted the motion for final
3 approval and related documents. Additionally, in preparation for the mediation, we worked
4 extensively to develop information on potential damages. Ms. Pursley with us to provide
5 information about the Class's working conditions and Defendant's payment practices. This
6 information was also invaluable to us in determining what claims to bring and the
7 information that Defendant had to support those claims.

8 49. After the parties reached agreement on the details of the settlement
9 stipulation, we prepared the motion for preliminary approval and the supporting declarations
10 and proposed order. In response to the Court's December 12, 2024, Minute Order, we
11 negotiated and prepared a supplemental declaration and the amended Settlement Agreement.
12 After the Court preliminarily-approved the settlement, we worked with the settlement
13 administrator to effectuate the notice to Class Members. Finally, we worked on this Motion
14 and the supporting declarations and other documents.

15 50. When the case settled, my office agreed to prepare all of the settlement
16 documents and motions. To that end, we prepared the Stipulation of Class Action and
17 PAGA Agreement, The First Amended Stipulation of Class Action and PAGA Agreement,
18 and the Class Notice, all of which we negotiated extensively with defense counsel. We also
19 prepared the Motion for Preliminary Approval and the supplemental papers required by the
20 Court. We then oversaw the process of mailing settlement notices.

21 51. Our work on the case will not end with the filing of this motion. We will need
22 to address any belated objections, appear for the hearing and then, if the motion is granted,
23 oversee the receipt and disbursement of settlement funds. As part of that process, we will
24 likely receive and respond to communications from Class Members about the settlement.

25 52. The actual time Rebecca Gundzik, I, and our paralegal Nicole Salazar
26 expended litigating this matter is itemized in detail in our billing records through April 14,
27 2025, a true and correct copy of which are attached hereto in **Exhibit 3**. As shown on
28 **Exhibit 3**, my firm has incurred attorneys' fees through April 14, 2025, on this case in the

amount of \$212,767.50. These time entries include the following amounts of time spent on the following activities:

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
Communications with client and other class members: initial client meetings and review of claims, ongoing communications and meetings with client; pre-filing investigation	10.1 hours
Strategy, research and analysis regarding claims and other legal issues	9.8 hours
Communications with defense counsel; meet and confer regarding joint reports, discovery and stipulations	6.4 hours
Settlement matters: negotiation with opposing counsel and mediator after mediation, communications with co-counsel, preparing and reviewing the settlement agreement, amended settlement agreement and the class notice; communications with the settlement administrator	34.1 hours
prepare for/attend Court hearings	5.8 hours
performing review and analysis of class members' and plaintiff's records, sample payroll records, policy handbooks, other policies and create damages model	57.8 hours
prepare for and attend mediation (includes working to prepare mediation strategy, drafting mediation brief and post-mediation analysis)	82.0 hours
Drafting and reviewing pleadings and Court documents and related communications (includes complaint, status reports, motion for preliminary approval and supporting declarations, and motion for final approval and supporting declarations)	68.8 hours

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
<u>Total Hours:</u>	274.8 hours

53. This chart and our billing records do not include approximately 20 additional hours to finalize this Motion, prepare for and attend the hearing on this Motion, and time that I or Ms. Gundzik will spend working with Phoenix and Defendant to implement the settlement and communicate with Class Members regarding the disbursement of the settlement funds. At our hourly rate of \$800, this additional time adds \$16,000 to our lodestar. As set forth in the declaration of our co-counsel Daniel Holzman, he expended 39.5 hours on the case at an hourly rate of \$750, which equates to \$29,625 in fees. Including the fees we have already billed, the additional \$16,000 we anticipate incurring in the future and the \$29,625 in fees incurred by Mr. Holzman, our total lodestar is 334.3 **hours** for a total lodestar in the amount of **\$258,392.50**.

54. My firm also incurred costs in this case that we have paid which include but are not limited to fees and expenses for filing, copies, service of process, the mediator's fees, consultant fees and postage and delivery. My firm incurred costs and expenses of \$7,830.36 and will incur additional CaseAnywhere fees of at least \$588 (12 months x \$49 monthly access fee), for total expenses in the amount of \$8,418.36. As set forth in Mr. Holzman's declaration, his firm incurred costs and expenses in the amount of \$5,829.81. In total, our expenses are **\$14,248.17**. The largest of these expenses are the mediator's cost, which was \$9,500 (split evenly between two law firms).

55. Despite the risks presented by Defendant's various arguments and defenses, we invested our time and litigation costs and expenses, with no guarantee of compensation or reimbursement. In addition, we were precluded from spending time on other matters so that we could devote our attention to this case. My firm took this case on a contingent-fee basis against a corporation represented by a reputable defense firm. We are a small firm with only two litigation attorneys and one paralegal. As such, when we take contingent-fee cases,

1 we must pay careful attention to the economics involved, because there are some cases we
2 expend a great deal of time on, but which produce little or no fees.

3 56. Contingent-fee cases present the very real risk of working hundreds if not
4 thousands of hours that may never be entirely compensated. Moreover, while the case is
5 being litigated, counsel must pay overhead (salaries, rent, etc.), pay their expenses and pay
6 out-of-pocket expenses on the plaintiff's behalf. The prospect of a court-awarded fee does
7 not greatly reduce the risk posed by these cases. One must prevail to receive a court-
8 awarded fee, and even the best cases can be lost at trial. There are also often unseen
9 obstacles that arise during a case, such as a change in the law, documents which do not
10 comport with a client's recollection of the facts, or a client's acceptance of a settlement offer
11 that does not compensate us for our reasonable fees.

12 57. Defendant does not oppose the fees and costs being requested in this case.
13 Moreover, the Notice of Settlement mailed to Class Members stated the amount of fees
14 being requested by Class counsel. Not a single Class Member has objected to our requested
15 fee award.

16 58. The lodestar cross-check against the percentage of the benefit analysis (or
17 common fund approach) supports the requested contingency-fee percentage. A loadstar
18 cross-check analysis typically happens in three steps. First, a trial court must determine a
19 baseline guide or "loadstar" figure based on the time spent and reasonable hourly
20 compensation for each attorney involved in the case. *Serrano v. Priest*, 20 Cal.3d 25, 48
21 (1975). Second, a court sets an hourly fee to apply to the time expended, with reference to
22 the prevailing rates in the geographic area in which the action is pending. *Bihun v. AT&T*
23 *Information Systems*, 13 Cal.App.4th 976, 997 (1993). Third, a multiplier is selected with
24 reference to factors substantially similar to the common-fund analysis: (1) the novelty and
25 difficulty of the issues involved, (2) the skill displayed in presenting them, (3) the extent to
26 which the nature of the litigation precluded other employment by the attorneys, and (4) the
27 contingent nature of the award, based on the uncertainty of prevailing on the merits and of
28 establishing eligibility for the award, (5) the amount involved and the results obtained on

1 behalf of the class by plaintiffs' counsel, and (6) the reaction of the class members. *Serrano*
2 *v. Priest*, 20 Cal.3d at 49. Here, because our actual fees exceed the amount we are
3 requesting, no multiplier analysis is required.

4 59. I am familiar with the hourly rates charged by attorneys with similar
5 experience and expertise. My and Ms. Gundzik's hourly rates of \$800 are well within the
6 range of rates charged by attorneys with similar expertise and experience. Likewise, Ms.
7 Salazar's hourly rate of \$125 is well within the rates for paralegals in California. These rates
8 are comparable to those judicially-approved for other plaintiffs' firms in California. *See*,
9 *e.g.*, *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL
10 No. 2672, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-
11 check supports the reasonableness of Class Counsel's requested fees and approving partner
12 billing rates ranging from \$275 to \$1,600); *Dickey v. Advanced Micro Devices, Inc.*, No. 15-
13 cv-04922-HSG, 2020 WL 870928, at *8 (N.D. Cal. Feb. 21, 2020) (finding rates
14 between \$275 and \$1,000 for attorneys reasonable); *In re Yahoo! Inc. Customer Data Sec.*
15 *Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020)
16 (approving rates of \$450 to \$900 for partners, \$160 to \$850 for non-partner attorneys, and
17 \$50 to \$380 for staff members); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San
18 Francisco Super. Ct.) (approving partner rates between \$550 and \$850 per hour); and
19 *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates
20 of \$700 to \$825 an hour).

21 60. The 2020 Class Action Hourly Rate Survey, conducted by the National
22 Association of Legal Fee Analysis (NALFA), asked class action litigators from the nation's
23 16 largest legal markets if their current regular hourly rate falls within a given range. The
24 NALFA survey shows that the average hourly rate for partners like me and Ms. Gundzik,
25 who have more than 20 years of experience, ranges between \$801-\$900. See **Exhibit 4**.

26 61. Defense-side hourly rates are also relevant. In a survey of more than 250 U.S.
27 law firms conducted by the international accounting and consulting firm
28

PricewaterhouseCoopers ("PwC"), the median average 2020 billing rate for litigation equity partners at AmLaw 25 firms was \$1,327/hour and for AmLaw 50 firms was \$1,206/hour.

62. Likewise, the following is a table of hourly rates which was prepared by a Federal Court in *Xu v. Yamanaka*, No. 13-CV-3240 YGR, 2014 WL 3840105, at *4 (N.D. Cal. Aug. 1, 2014):

Firm	Partner Range	Partner Average	Associate Range	Associate Avg.
Weil Gotshall		\$927	\$450–790	\$581
Latham & Watkins	\$895–1110	\$990	\$465–725	\$605
Paul Weiss	\$760–1120	\$1040	\$250–760	\$600
Skadden Arps	\$845–1150	\$1035	\$340–845	\$620
Willkie Farr	\$790–1090	\$950	\$350–790	\$580

These rates for partners include many who have less years of legal experience than Class Counsel, as partnership positions usually begin after eight or nine years of work. I became a partner at the national firm formerly known as LeBoeuf Lamb Greene & MacRae in 1995 but have been working in the legal field for twenty-seven years since that time and have been working as an attorney for thirty-five years. It is therefore reasonable to assume that these average rates certainly apply to partners at these firms with thirty plus years of experience, like Rebecca Gundzik and me. Most of my former partners charge hourly rates in excess of the hourly rate I am seeking.

63. The fees we are requesting comport with the attorneys' fee agreements in the lawsuit. Pursuant to the Settlement Agreement, the parties agreed that Class Counsel could seek their attorneys' fees in an amount of up to one-third of the Gross Settlement Amount. The engagement agreement that GGH and Plaintiff entered into provides for a fee award in this amount. It was agreed that attorney's fees would be the greater of (1) one-third of all amounts obtained or received in the lawsuit, or (2) the hours worked multiplied by the hourly rates of the attorneys working on the case, plus any additional multiplier awarded by the Court.

64. Because we incurred fees in excess of \$210,000, we are not requesting that the Court apply a multiplier.

1 **The Proposed Service and Release Award to the Class Representatives**

2 65. As compensation for her efforts, the Settlement Agreement provides that
3 Representative Plaintiff Divya Pursley will receive a service and release award in the
4 amount of \$10,000 as payment for her time and efforts in pursuing this action, for the risks
5 she took in agreeing to serve as a class representative and as additional compensation for the
6 expanded release that she is providing. In addition to the time that she spent on this matter
7 and the risks she undertook, as an additional requirement to receiving her service and release
8 payment, Plaintiff is being required to sign a broad general release which includes a waiver
9 of Section 1542 of the California Civil Code.

10 66. It is important that the named Plaintiff be paid a fair amount for her services.
11 By agreeing to become named representative she subjected herself to substantial risks. She
12 also spent a significant amount of time on the lawsuit, meeting with us many times by Zoom
13 and by telephone and missing a full day of work to attend the mediation in person. See
14 *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251, 1272. She provided us
15 with documents and connected us with other class members who we interviewed. By
16 agreeing to serve as the class representative, Plaintiff has taken significant actions to protect
17 the interests of the Class, and the Class has significantly benefitted from those actions. *Clark*
18 *v. American Residential Services LLC* (2009) 175 Cal. App. 4th 785, 804.

19 67. If it wasn't for the named Plaintiff, the settlement, pursuant to which
20 approximately \$369,051.83 will be paid to the Class Members, would not have been
21 obtained for the Class. It is not likely that many Class Members would have expended the
22 time or effort to take the necessary steps to attempt to recover their unpaid reimbursements.
23 Although we contended that Defendant had not been compensating employees for the
24 amounts at issue in this case for many years, only the named Plaintiff was willing to come
25 forward and seek compensation for all of Defendant's employees.

26 68. If Plaintiff had gone to the Department of Labor, she may have received
27 some compensation, but the Class, LWDA and Aggrieved Employees would have received
28 nothing.

1 I declare under penalty of perjury under the laws of the state of California that the
2 foregoing is true and correct.

3 DATED: May 21, 2025



4
5
6

Aaron C. Gundzik

Exhibit 1

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Divya Pursley (“Plaintiff”) and defendant Sling Flying Club, LLC (“SLING”). The Agreement refers to Plaintiff and SLING collectively as “Parties,” or individually as “Party.” This First Amended Settlement Agreement completely replaces and nullifies the Settlement Agreement executed by the Parties in October 2024.

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against SLING captioned *Pursley v. Sling Flying Club, LLC*, Case No. 23STCV-27865, initiated on November 14, 2023, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators (“PSA”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by SLING in California and classified as a Flight Instructor who worked for SLING during the PAGA Period.
- 1.5 “Class” means all persons employed by SLING in California and classified as Flight Instructors who worked for SLING during the Class Period.
- 1.6 “Class Counsel” means Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP and Dan Holzman of Caskey & Holzman.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in SLING’s possession including the Class Member’s name, last-known mailing address, Social Security number, and amount of Class Period Compensation, Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from November 14, 2019, through September 9, 2024.
- 1.13 “Class Period Compensation” means the total compensation that SLING paid to a Class Member while in the job position of Flight Instructor during the Class Period.
- 1.14 “Class Period Workweeks” means the number of weeks during the Class Period in which a Class Member worked for at least one day in a Class position.
- 1.15 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.16 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.17 “Court” means the Superior Court of California, County of Los Angeles.
- 1.18 “SLING” means named Defendant Sling Flying Club, LLC.
- 1.19 “Defense Counsel” means Joshua D. Carlon of Atkinson, Andelson, Loya, Ruud & Romo.
- 1.20 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.21 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.22 “Final Approval Hearing” means the Court’s hearing on the Motion for Final

Approval of the Settlement.

- 1.23 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.24 “Gross Settlement Amount” means \$630,000 which is the total amount SLING agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.25 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the Class Member’s Class Period Compensation during the Class Period.
- 1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.27 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.29 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (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 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for SLING for at least one day during the PAGA Period.
- 1.33 “PAGA Period” means the period from November 14, 2022, through September 9, 2024.
- 1.34 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 1.35 “PAGA Notice” means Plaintiff’s November 14, 2023, letter to SLING and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and 75% to the LWDA (\$15,000) in settlement of PAGA claims.
- 1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38 “Plaintiff” means Divya Pursley, the named plaintiff in the Action.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43 “Released Parties” means SLING and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.
- 1.44 “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.
- 1.45 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.46 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On November 14, 2023, Plaintiff commenced this Action by filing a Complaint against SLING. On January 19, 2024, Plaintiff filed a First Amended Complaint

alleging causes of action against SLING for (1) failure to pay wages earned; (2) failure to pay overtime; (3) failure to provide meal and rest breaks; (4) non-compliant wage statements; (5) failure to reimburse for necessary expenses; (6) violation of California Business & Professions Code sections 17200, et seq.; (7) failure to pay final wages; and (8) for recovery of civil penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). SLING denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to SLING and the LWDA by sending the PAGA Notice.
- 2.3 On July 18, 2024, the Parties participated in an all-day mediation presided over by Michael Loeb, Esq. which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, all applicable policy documents and time and pay records for approximately 20% of the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, SLING promises to pay \$630,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. SLING has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SLING.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class

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

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$210,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. SLING will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 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 of less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds SLING harmless, and indemnifies SLING, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,700 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$6,700, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total Class Period Compensation paid to all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Period Compensation.

3.2.4.1 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. The remaining 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for 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.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s individual PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, SLING estimates there are 141 Class Members who collectively worked a total of 6,928 Workweeks, and 105 Aggrieved Employees who worked a total of 4,500 PAGA Pay Periods.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, SLING will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator will send the Class Data to Class Counsel, after first anonymizing the Class Data, such that Class Counsel does not receive Class Member names, social security numbers or contact information. SLING has a continuing duty to immediately notify Class Counsel and the Administrator if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which SLING must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. SLING shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay SLING's share of payroll taxes by transmitting the funds to the Administrator in two equal installments or \$315,000 (with SLING's share of payroll taxes included with the second installment): the first installment shall be funded no later than 60 days after the Effective Date, and the second installment shall be funded no later than 180 days after the first installment.
- 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after SLING fully funds the Gross Settlement Amount and SLING's share of payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service (“USPS”) forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate SLING to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1 Plaintiff’s and SLING’s Mutual Release. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns and SLING generally, release and discharge each other and the Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice; and (c) all claims for amounts owed or paid to SLING for flight training hours. (“Mutual Release.”) The Mutual 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. The Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believes to be true but agrees, nonetheless, that the Mutual Release shall be and remain effective in all respects, notwithstanding such different or additional facts or the Parties’ discovery of them.

- 5.1.1 Waiver of Rights Under Civil Code Section 1542. For purposes of the Mutual Release, each Party expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

- 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, any and all claims involving any alleged (a) failure to pay wages; (b) failure to pay minimum wages; (c) failure to provide meal and/or rest breaks; (d) failure to provide legally compliant wage statements; (e) failure to reimburse employees for necessary expenditures; (f) failure to pay all wages owed at time of discharge. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.
- 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

- 6.1 SLING's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, SLING will prepare and deliver to Class Counsel a signed Declaration from SLING and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and SLING shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators (“PSA”) to serve as the Administrator and verified that, as a condition of appointment, PSA agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Member Compensation, Workweeks and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class 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 amount of Class Period Compensation and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Class Period Compensation and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, SLING or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

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

Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.6 Challenges to Calculation of Class Period Compensation. Each Class Member shall have until the Response Deadline to challenge the amount of Class Period Compensation and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Period Compensation contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Period Compensation and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge, except by the Court. The Administrator shall promptly provide copies of all challenges to calculation of Class Period Compensation and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

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

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Period Compensation and/or 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.
- 7.8.4 Class Period Compensation and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Period Compensation and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge, except by the Court.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a

signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. On or before the date established by the Court, 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 ten (10) 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.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, SLING estimates that, as of the date of this Settlement Agreement, (1) there are 141 Class Members and 6,928 total Class Period Workweeks ("Represented Workweeks) and (2) there were 105 Aggrieved Employees who worked 4,500 Pay Periods during the PAGA Period. If the total number of Class Period Workweeks, as reported by Defendant to the Administrator in the Class Data, exceeds 110% of the Represented Workweeks, the Gross Settlement Amount shall increase by the same percentage that the total Class Period Workweeks exceeds 110% of the Represented Workweeks.
9. **SLING'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, SLING may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if SLING 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, SLING will remain responsible for paying all Settlement Administration Expenses incurred to that point. SLING must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the

Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the

Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

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

12.3 No Solicitation. The Parties separately agree that they and their respective counsel

and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

To Plaintiff:

Aaron C. Gundzik
aaron.gundzik@gghllp.com
Rebecca Gundzik
rebecca.gundzik@gghllp.com
Gundzik Gundzik Heeger LLP
3415 S. Sepulveda Blvd., Ste. 420
Los Angeles, CA 90034
Telephone: (818) 290-7461

Daniel M. Holzman
dholzman@caskeyholzman.com
Caskey & Holzman
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

To SLING:

Joshua Carlon

Joshua.Carlon@aalrr.com

Atkinson, Andelson, Loya, Ruud & Romo

251 South Lake Avenue Suite 360

Pasadena, CA

(626)-583-8600

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

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

Dated: _____, 2025

Plaintiff Divya Pursley



Dated: 2/14, 2025

Defendant Sling Flying Club LLC
By: Mathew Liknaitzky, Co-CEO

To SLING:

Joshua Carlon

Joshua.Carlon@aalrr.com

Atkinson, Andelson, Loya, Ruud & Romo

251 South Lake Avenue Suite 360

Pasadena, CA

(626)-583-8600

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Dated: 02/18, 2025



Divya Pursley (Feb 18, 2025 09:42 PST)

Plaintiff Divya Pursley

Dated: _____, 2025

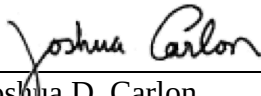
Defendant Sling Flying Club LLC

By: Mathew Liknaitzky, Co-CEO

Approved as to form:

DATED: 2/14, 2025

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

By: 

Joshua D. Carlon
Attorneys for Defendant Sling Flying Club LLC

DATED: January 13, 2025

GUNDZIK GUNDZIK HEEGER LLP

By: 

Aaron Gundzik
Attorney for Plaintiff

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

Pursley v Sling Flying Club LLC, Case No. 23STCV-27865

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Sling Flying Club, LLC (abbreviate name; “SLING” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former SLING employee Divya K. Pursley (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of flight instructors (“Class Members”) who worked for SLING during the Class Period (November 14, 2019 through September 9, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all flight instructors who worked for SLING during the PAGA Period (November 14, 2022 through September 9, 2024) (“Aggrieved Employees”).

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

Based on SLING’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to SLING’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on SLING’s records showing that **you earned \$_____** from SLING during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you earned more compensation during the Class Period, or worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires SLING to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SLING.

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

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

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against SLING, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SLING 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 SLING that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 45 days from mailing	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SLING must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 45 days from mailing	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Class Period Compensation/PAGA Pay Periods Written Challenges Must be Submitted by 45 days from mailing	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how much Class Period Compensation you received and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The Class Period Compensation and number of PAGA Period Pay Periods you worked according to SLING's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by 45 days from mailing. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SLING employee. The Action accuses SLING of violating California labor laws by, among other things, failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements to flight instructors. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP and Dan Holzman of Caskey & Holzman ("Class Counsel").

SLING strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether SLING or Plaintiff is correct on the merits. In the meantime, Plaintiff and SLING hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and SLING have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SLING does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SLING has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. SLING Will Pay \$630,000 as the Gross Settlement Amount (Gross Settlement).
SLING has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, SLING will fund the Gross Settlement in two equal installments – with the first half due 60 days after the Court enters Judgment, and the second installment due 180 days after the first installment.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$6,700 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Compensation
4. Taxes Owed on Payments to Class Members. Plaintiff and SLING are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SLING will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and SLING have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **45 Days from mailing**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **45 days from mailing** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against SLING.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against SLING based on the PAGA Period facts

alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and SLING have agreed that, in either case, the Settlement will be void: SLING will not pay any money and Class Members will not release any claims against SLING.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (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 Class Period Compensation or PAGA Pay Periods, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and SLING has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against SLING or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, any and all claims involving any alleged (a) failure to pay wages; (b) failure to pay minimum wages; (c) failure to provide meal and/or rest breaks; (d) failure to provide legally compliant wage statements; (e) failure to reimburse employees for necessary expenditures; (f) failure to pay all wages owed at time of discharge. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and SLING has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against SLING, 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 SLING or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total amount of compensation that SLING paid to all Participating Class Members during the Class Period, and (b) multiplying the result by the total compensation that SLING paid to each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Compensation/Pay Period Challenges. The amount of compensation that SLING paid you during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in SLING's records, are stated in the first page of this Notice. You have until **45 days from mailing** to challenge the amount of Class Period Compensation and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept SLING's calculation of compensation and/or PAGA Pay Periods based on SLING'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 compensation and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and SLING's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Pursley v Sling Flying Club LLC*, Case No. 23STCV-27865, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by 45 days from mailing, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and SLING are asking the Court to approve. At least 21 days before the ___Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website TO BE INSERTED or the Court's website: www.LACourt.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is 45 days from mailing.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Pursley v*

Sling Flying Club LLC, Case No. 23STCV-27865, and include your name, current address, telephone number and approximate dates of employment for SLING and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time) in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SLING and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org>) and entering the Case Number for the Action, Case No. 23STCV-27865. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Aaron C. Gundzik
Aaron.gundzik@gghllp.com
Rebecca Gundzik
Rebecca.gundzik@gghllp.com
Gundzik Gundzik Heeger LLP
3415 Sepulveda Blvd., Ste. 420
Los Angeles, CA 90034
Telephone: (818) 290-7461

Daniel M. Holzman
DHolzman@CaskeyHolzman.com
Caskey & Holzman
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund <https://ucpi.sco.ca.gov> for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

Electronically Received 03/10/2025 01:32 PM

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
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MARSHALL A. CASKEY (State Bar No. 65410)
DANIEL M. HOLZMAN (State Bar No. 176663)
N. CORY BARARI (State Bar No. 295306)
CASKEY & HOLZMAN
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Attorneys for Plaintiff Divya K. Pursley, individually
and on behalf of all others similarly situated
and as a representative of aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LOS ANGELES

DIVYA K. PURSLEY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SLING FLYING CLUB, LLC, a California
Limited Liability Company; and DOES 1
through 25,

Defendants.

Case No.: 23STCV27865
Assigned to Hon. Samantha P. Jessner

~~PROPOSED~~ ORDER:
**(1) PRELIMINARILY APPROVING
CLASS ACTION
SETTLEMENT;**
**(2) CONDITIONALLY
CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES
ONLY;**
**(3) APPROVING THE NOTICE OF
SETTLEMENT; AND**
**(4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 10, 2025
Time: 11:00 a.m.
Place: SSC-7

Complaint Filed: November 14, 2023

The Court, having considered Plaintiff Divya Pursley’s Motion for Preliminary
Approval of Class and Representative Action Settlement and the papers filed in support
thereof, including the parties’ First Amended Class Action and PAGA Settlement

1 Agreement and Notice (“Settlement Agreement”) executed by Plaintiff and Defendant Sling
2 Flying Club, LLC, and attached as Exhibit A to the Second Supplemental Declaration of
3 Aaron Gundzik in Support of Plaintiff’s Motion for Preliminary Approval (dated February
4 18, 2025), makes the following findings:

5 1. The parties to this action are Plaintiff Divya Pursley (“Plaintiff”) and
6 Defendant Sling Flying Club, LLC (“Defendant”).

7 2. After participating in arms-length mediation, Plaintiff and Defendant have
8 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
9 represent. The terms of the proposed settlement are fully set forth in the Settlement
10 Agreement.

11 3. The terms of the proposed settlement include the following:

12 a. The proposed Class consists of all individuals who were employed by
13 Defendant Sling in California as flight instructors during the Class Period.

14 b. The proposed Class Period is from November 14, 2019, through
15 September 9, 2024.

16 c. The Aggrieved Employees are all persons employed by Sling in
17 California and classified as a Flight Instructor who worked for Sling during the PAGA
18 Period.

19 d. The PAGA Period is from November 14, 2022, to September 9, 2024.

20 e. In settlement, Defendant will pay the gross amount of \$630,000. From
21 the gross settlement amount, the parties propose to deduct an Administration Expense
22 Payment in the amount of \$6,700, PAGA Penalties totaling \$20,000, a Class Representative
23 Service Payment to Plaintiff of up to \$10,000, a Class Counsel Litigation Expenses Payment
24 not to exceed \$25,000, and a Class Counsel Fees Payment, not to exceed \$210,000.

25 f. 75% of the \$20,000 in PAGA Penalties will be paid to the LWDA.
26 The other 25% will be divided among the Aggrieved Employees based on the formula
27 specified in the Settlement Agreement.

1 g. The Net Settlement Amount, which is the amount remaining after the
2 forgoing deductions, as approved by the Court, will be distributed to Participating Class
3 Members in accord with the formula specified in the Settlement Agreement.

4 4. The Parties propose that notice of this proposed settlement be sent to all Class
5 Members by regular mail and that Class Members shall have forty-five (45) days to opt out
6 of or object to the settlement.

7 5. The proposed Class Counsel are experienced, and, in their view, the proposed
8 settlement is fair and reasonable.

9 6. The notice procedure set forth in the Settlement Agreement will adequately
10 notify the Class of the settlement and of their right to opt out or object.

11 7. The Settlement Agreement and Class Notice include a proposed release
12 which will bind those Class Members who do not opt out of the Class.

13 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

14 8. The motion is granted. The Court preliminarily finds that the proposed
15 settlement is fair and reasonable to the proposed Class.

16 9. The class action settlement, as set forth in the Settlement Agreement, is
17 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

18 10. The proposed class is provisionally certified as an opt-out class action under
19 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
20 matter, with the class defined as specified above and in the Settlement Agreement.

21 11. Plaintiff Divya Pursley is appointed as the class representative for the
22 provisionally certified class.

23 12. Aaron C. Gundzik, Rebecca G. Gundzik and Daniel Holzman are appointed
24 as Class Counsel for the provisionally certified class.

25 13. Phoenix Settlement Administrators is approved as the Administrator.

26 14. The Class Notice in substantially the form attached to the Settlement
27 Agreement is approved and the Administrator is authorized to send the Class Notice to the
28 provisionally certified Class.

1 15. The Court directs the Administrator to mail the Class Notice to the Class
2 Members in a manner consistent with the Settlement Agreement.

3 16. The Court preliminarily approves of the Class Member and Aggrieved
4 Employee release in the Settlement Agreement.

5 17. The Court directs that all objections to the Settlement be sent to the
6 Administrator and postmarked no later than forty-five (45) calendar days after the Class
7 Notice is mailed.

8 18. The Court directs that all requests for exclusion must be sent to the
9 Administrator and postmarked no later than forty-five (45) calendar days after the Class
10 Notice is mailed or re-mailed.

11 19. A Final Approval Hearing on the question of whether the proposed class
12 settlement should be finally approved as fair, reasonable, and adequate as to the members
13 of the proposed settlement class, for approval of Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment, for approval of the Class Representative Service
15 Payment, for approval of the Administrative Expenses Payment and for approval of the
16 PAGA Penalties and payment of such penalties to the LWDA and Aggrieved Employees is
17 set for June 16, 2025, at 10:00 a.m., in Department 7 of the above-entitled Court.

18 20. The Court orders that the papers in support of the final approval of the
19 settlement and Plaintiff's award of attorneys' fees and costs shall be filed 16 court days
20 before the hearing.

21 21. Based on the terms of the Settlement Agreement, the following sets forth the
22 proposed schedule of events to occur with respect to the effectuation of the settlement:

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Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within 15 calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten calendar days of receipt of class data from Defendant

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Event	Date
Deadline to challenge Class Member Compensation, PAGA Pay Periods, opt out of or object to settlement	within 45 days of mailing Notice of Settlement
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	June 16, 2025, at 10:00 a.m.

Dated: 03/12/2025



Samantha Jessner / Judge

Hon. Samantha P. Jessner

1 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

2 I am employed in the County of Los Angeles, State of California. I am over the age
3 of eighteen (18) and not a party to the within action. My business address is 3415 S.
Sepulveda Blvd., Ste. 420, Los Angeles, CA 90034.

4 On March 10, 2025, I served the following document described as

5 **[PROPOSED] ORDER**

6 on the interested parties in this action:

7 **(X)** by serving () the original **(X)** true copies thereof as follows:

8 *Please see attached service list*

9 10 11 12 13 14 15 16 17 18	() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
	() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

19 **(X) STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

20 **() FEDERAL** I declare that I am employed in the office of a member of the bar of this
21 court at whose direction the service was made.

22 **(X) EXECUTED** on March 10, 2025, at Sherman Oaks, California.

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24
25
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28



Aaron Gundzik

SERVICE LIST
(Via Caseanywhere)

Atkinson, Andelson, Loya, Rudd & Romo

Joshua Carlon, Esq. (joshua.carlon@aalrr.com)

Iryna Naumova, Esq. (iryna.naumova@aalrr.com)

251 South Lake Avenue, Suite 360

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Phone: (626) 583-8600

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Representing:

Sling Flying Club, LLC

Caskey & Holzman

Cory Barari, Esq. (nbarari@caskeyholzman.com)

Marshall Caskey, Esq. (mcaskey@caskeyholzman.com)

Daniel Holzman, Esq. (dholzman@caskeyholzman.com)

24025 Park Sorrento, Suite 400

Calabasas, CA 91302

Phone: (818) 657-1070

Fax: (818) 297-1775

Representing:

Divya K. Pursley, et al.

Exhibit 3



Gundzik | Gundzik | Heeger
Attorneys at Law LLP

3415 S. Sepulveda Blvd
Suite 420
Los Angeles, CA 90034
818.290.7461

May 12, 2025

Divya Pursley

Invoice Number: Draft
Invoice Period: 11-02-2023 - 05-12-2025

Payment Terms: Upon Receipt

RE: 6216- Pursley v. Sling Flying Club, LLC

Time Details

Date	Professional	Description	Hours	Rate	Amount
11-02-2023	ACG	Review pay stubs and pay documents; prepare for and meet with client; research regarding defendant.	2.20	800.00	1,760.00
11-07-2023	ACG	Review and revise engagement letter; emails with client regarding same.	0.40	800.00	320.00
11-08-2023	ACG	Prepare interview notes; emails with co-counsel.	1.10	800.00	880.00
11-09-2023	ACG	Work on Complaint.	1.80	800.00	1,440.00
11-13-2023	ACG	Work on Complaint; draft PAGA notification letter; review employee manual; revise notes.	4.70	800.00	3,760.00
11-13-2023	RGG	Review and revise Complaint and PAGA letter.	0.60	800.00	480.00
11-14-2023	ACG	Review and finalize Complaint and PAGA letter; review filing documents and Summons from court; emails regarding service.	1.20	800.00	960.00
11-15-2023	ACG	Emails with client regarding status of case.	0.30	800.00	240.00
11-29-2023	RGG	Review Initial Status Conference Order and documents from Court.	0.50	800.00	400.00
12-06-2023	ACG	Emails with defense counsel regarding Initial Status Conference.	0.30	800.00	240.00

We appreciate your business

Page 1 of 8

Date	Professional	Description	Hours	Rate	Amount
12-18-2023	ACG	Emails with defense counsel.	0.20	800.00	160.00
12-20-2023	ACG	Confer with defense counsel regarding mediation and other issues; confer with co-counsel regarding potential mediators.	0.80	800.00	640.00
12-21-2023	ACG	Confer with potential mediator.	0.30	800.00	240.00
12-27-2023	ACG	Emails with defense counsel regarding mediators.	0.30	800.00	240.00
01-23-2024	ACG	Prepare for and confer with defense counsel regarding Initial Status Conference and mediation issues; review Answer; prepare posting to court regarding Initial Status Conference; work on Initial Status Conference Report.	2.80	800.00	2,240.00
01-25-2024	ACG	Review personnel file and time records produced by Defendant; emails with defense counsel regarding same; confer with D. Pursley regarding status.	1.80	800.00	1,440.00
01-29-2024	ACG	Emails with D. Pursley regarding employee file and available records; prepare list of records needed for mediation.	1.70	800.00	1,360.00
02-21-2024	ACG	Emails with defense counsel regarding mediation documents.	0.30	800.00	240.00
03-19-2024	ACG	Review additional records from Defendant; emails with defense counsel.	1.10	800.00	880.00
03-21-2024	ACG	Emails with defense counsel regarding mediation.	0.20	800.00	160.00
04-01-2024	ACG	Emails with defense counsel regarding mediation.	0.30	800.00	240.00
04-08-2024	ACG	Prepare random list of CMs for mediation; email with defense counsel regarding same.	0.80	800.00	640.00
04-13-2024	ACG	Emails with mediator.	0.20	800.00	160.00
05-11-2024	ACG	Emails with defense counsel regarding mediation.	0.20	800.00	160.00
06-03-2024	ACG	Emails re mediation data	0.20	800.00	160.00
06-04-2024	RGG	Review file to prepare mediation brief.	6.20	800.00	4,960.00
06-05-2024	RGG	Begin drafting mediation brief.	5.40	800.00	4,320.00
06-06-2024	RGG	Continue working on mediation brief.	4.80	800.00	3,840.00
06-10-2024	RGG	Legal research regarding claims; begin drafting legal argument in mediation brief.	4.20	800.00	3,360.00
06-11-2024	RGG	Review file for Exs; draft mediation brief.	10.20	800.00	8,160.00

Date	Professional	Description	Hours	Rate	Amount
06-11-2024	ACG	Emails with defense counsel re mediation data	0.30	800.00	240.00
06-12-2024	ACG	Preliminary review of mediation data	2.60	800.00	2,080.00
06-13-2024	ACG	Continue review and analysis of mediation data; email defense counsel re same	3.50	800.00	2,800.00
06-14-2024	ACG	Continue review and analysis of mediation data	2.00	800.00	1,600.00
06-17-2024	ACG	Continue review and analysis of mediation data; conference call with defense counsel	1.30	800.00	1,040.00
06-18-2024	ACG	Continue review and analysis of mediation data; review new document production; emails with defense counsel	1.20	800.00	960.00
06-21-2024	NS	Mediation production analysis	5.40	225.00	1,215.00
06-23-2024	NS	Continue review of mediation production and continue analysis	2.00	225.00	450.00
06-24-2024	ACG	Continue review and analysis of mediation data	4.50	800.00	3,600.00
06-25-2024	ACG	Continue review and analysis of mediation data; emails and calls with D Pursley	5.10	800.00	4,080.00
06-25-2024	NS	Continue production analysis	4.90	225.00	1,102.50
06-25-2024	RGG	Confer with Aaron Gundzik regarding damages analysis and mediation data; begin review of mediation data	7.20	800.00	5,760.00
06-26-2024	RGG	Research meal and rest pre-emptions for pilots; review and analyze additional handbooks; confer with client regarding facts.	9.60	800.00	7,680.00
06-26-2024	ACG	Continue review and analysis of mediation data; prepare notes re discussions with client	3.80	800.00	3,040.00
06-27-2024	ACG	Continue review and analysis of mediation data; email defense counsel re data issues	2.50	800.00	2,000.00
06-27-2024	RGG	Additional research regarding pre-emptions and other case law; draft argument for mediation brief regarding same.	7.20	800.00	5,760.00
06-28-2024	ACG	Continue review and analysis of mediation data	6.20	800.00	4,960.00
06-30-2024	RGG	Add additional facts regarding handbooks to mediation brief.	2.20	800.00	1,760.00
07-03-2024	ACG	Analysis of sample data	2.40	800.00	1,920.00

Date	Professional	Description	Hours	Rate	Amount
07-08-2024	ACG	Analysis of sample data; emails with defense counsel re class list	6.20	800.00	4,960.00
07-08-2024	RGG	Work on mediation data.	2.30	800.00	1,840.00
07-09-2024	ACG	Analysis of data and calculation of damages; emails with defense counsel re data issues	6.20	800.00	4,960.00
07-10-2024	ACG	Continue review and analysis of data for mediation; emails with defense counsel	5.10	800.00	4,080.00
07-11-2024	ACG	Review and revise mediation brief; work on damage calculations	3.80	800.00	3,040.00
07-11-2024	RGG	Revise mediation brief.	5.80	800.00	4,640.00
07-12-2024	RGG	Prepare exhibits and evidence for mediation brief.	5.20	800.00	4,160.00
07-12-2024	ACG	Review new workweek information; revise and finalize mediation brief	4.20	800.00	3,360.00
07-15-2024	ACG	Prepare for and meet with client to discuss mediation	1.30	800.00	1,040.00
07-18-2024	ACG	Draft MOU; prepare for and participate in mediation; confer with D Pursley re settlement proposal	9.10	800.00	7,280.00
07-18-2024	RGG	Prepare for and attend mediation; confer with co-counsel re mediator's proposal.	9.20	800.00	7,360.00
07-19-2024	ACG	Emails with D Holzman re proposed settlement; email mediator re settlement	0.40	800.00	320.00
07-26-2024	ACG	Review and revise draft MOU; emails with defense counsel re same	1.50	800.00	1,200.00
08-01-2024	ACG	Emails with defense counsel re settlement issues	0.40	800.00	320.00
08-05-2024	ACG	Emails with defense counsel and co-counsel re settlement	0.30	800.00	240.00
08-12-2024	ACG	Emails with defense counsel and co-counsel re settlement	0.30	800.00	240.00
08-22-2024	ACG	Emails with defense counsel and D Pursley re settlement	0.50	800.00	400.00
08-23-2024	ACG	Emails with defense counsel settlement	0.20	800.00	160.00
08-24-2024	ACG	Emails with D Pursley and defense counsel re settlement	0.40	800.00	320.00
08-28-2024	ACG	Emails with defense counsel and plaintiff re settlement issues	0.20	800.00	160.00

Date	Professional	Description	Hours	Rate	Amount
08-29-2024	ACG	Prepare for and participate in call with defense counsel re settlement	0.60	800.00	480.00
08-29-2024	ACG	Emails with defense counsel re settlement	0.20	800.00	160.00
09-03-2024	ACG	Prepare for and confer with D Pursley re settlement issues; confer with defense counsel	0.80	800.00	640.00
09-05-2024	ACG	Emails with defense counsel re settlement	0.30	800.00	240.00
09-09-2024	ACG	Revise MOU; emails with defense counsel re same; emails with D Pursley re MOU	0.80	800.00	640.00
09-10-2024	ACG	Work on drafts of settlement agreement and notice of settlement	3.60	800.00	2,880.00
09-11-2024	ACG	Continue working on drafts of settlement agreement and notice of settlement; emails with TPAs for bids; emails with defense counsel	4.20	800.00	3,360.00
09-19-2024	ACG	Review and revise settlement agreement	2.40	800.00	1,920.00
09-20-2024	ACG	Review and revise settlement agreement	3.10	800.00	2,480.00
09-23-2024	ACG	Review and revise settlement agreement; email defense counsel re same	1.90	800.00	1,520.00
09-23-2024	ACG	Emails with defense counsel re settlement agreement	0.30	800.00	240.00
10-17-2024	RGG	Begin drafting MPA	6.30	800.00	5,040.00
10-21-2024	RGG	Review emails with client re: employer conduct; draft MPA	7.20	800.00	5,760.00
10-22-2024	RGG	Complete drafting MPA; draft DH declaration; draft PI's declaration; draft TPA declaration; draft proposed order	8.70	800.00	6,960.00
10-26-2024	ACG	Confer with D Pursley re settlement issues; related emails	0.60	800.00	480.00
10-28-2024	ACG	Review, Revise and Finalize Motion for Preliminary Approval and related papers	3.40	800.00	2,720.00
11-18-2024	ACG	Emails with defense counsel re financial declaration	0.30	800.00	240.00
12-02-2024	ACG	Emails with defense counsel re financial declaration	0.20	800.00	160.00
12-11-2024	ACG	Prepare for and attend preliminary approval hearing; travel to and from court; emails with defense counsel	3.10	800.00	2,480.00
01-13-2025	ACG	Emails with defense counsel re additional data for supplemental briefing; draft amended settlement agreement	2.40	800.00	1,920.00

Date	Professional	Description	Hours	Rate	Amount
01-15-2025	ACG	Revise and finalize supplemental brief; related emails with defense counsel	1.80	800.00	1,440.00
02-10-2025	ACG	Prepare for and attend preliminary approval hearing; revise settlement agreement; related emails with defense counsel; emails with D Pursley re same	2.20	800.00	1,760.00
02-18-2025	ACG	Emails with D Pursley re revised settlement agreement; revise and finalize second supplemental declaration	0.90	800.00	720.00
03-10-2025	ACG	Prepare proposed order	0.50	800.00	400.00
03-17-2025	ACG	Review MPA Order; prepare notice of order; emails with TPA re order	0.80	800.00	640.00
03-25-2025	ACG	Emails with defense counsel re class data for settlement	0.20	800.00	160.00
04-04-2025	ACG	Review TPA calculations and notice; emails with TPA re same	0.80	800.00	640.00
04-07-2025	ACG	Emails with D Pursley re settlement notice	0.20	800.00	160.00
04-07-2025	RGG	Draft A. Gundzik declaration re MFA	5.20	800.00	4,160.00
04-08-2025	RGG	Review cost records; begin motion for final approval; email TPA re class settlement amounts	6.40	800.00	5,120.00
04-09-2025	RGG	Complete drafting motion for final approval; draft DH declaration; draft plaintiff's declaration; draft TPA declaration; draft proposed judgment and order	8.10	800.00	6,480.00
04-14-2025	RGG	Review and analyze time records; add information from time records to motion papers and declarations; email with TPA re its declaration	5.70	800.00	4,560.00
Total					212,767.50

Time Summary

Professional	Hours	Amount
Aaron C. Gundzik	134.30	107,440.00
Nicole Salazar	12.30	2,767.50
Rebecca G. Gundzik	128.20	102,560.00
Total		212,767.50

Expenses

Date	Expense	Description	Amount
11-14-2023	Filing fees	LWDA	75.00
11-14-2023	Express Network	Summons; Complaint; Civil Case Cover Sheet and Addendum	1,629.50
01-19-2024	Express Network	First Amended Class Action Complaint	51.00

Date	Expense	Description	Amount
03-04-2024	Mediation Services	JAMs	4,750.00
03-31-2024	Corporate Research	Case Anywhere 1/3/24-3/31/24	150.06
06-30-2024	Corporate Research	Case Anywhere 4/1/24-6/30/24	147.00
09-30-2024	Corporate Research	Case Anywhere 7/1/24-9/30/24	147.00
10-29-2024	Express Network	Motion; DH, Pursley, TPA, AG declarations; Proposed order; MPA	119.00
12-11-2024	Parking	Parking	20.00
12-31-2024	Corporate Research	Case Anywhere 10/1/24-12/31/24	189.00
01-15-2025	Express Network	Notice of Change of Address	53.00
01-16-2025	Express Network	Sup. Declaration; Order	53.00
01-31-2025	Corporate Research	Case Anywhere 1/1/25-1/31/25	55.00
02-18-2025	Express Network	Second Supplemental Declaration	53.00
02-28-2025	Corporate Research	Case Anywhere 2/1/25-2/28/25	55.00
03-03-2025	Express Network	Proposed Order	56.00
03-10-2025	Express Network	Proposed Order	56.00
03-17-2025	Filing fee	LASC	5.80
03-17-2025	Express Network	Notice of Entry of Order	56.00
03-31-2025	Corporate Research	Case Anywhere 3/1/25-3/31/25	61.00
04-30-2025	Corporate Research	Case Anywhere 4/1/25-4/30/25	49.00
Total Expenses			7,830.36
Total for this Invoice			220,597.86
Total Amount to Pay as of 05-12-2025			220,597.86

Matter Statement of Account
As of 05-12-2025

Matter	Invoices / Credits	Trust	Balance Due
6216- Pursley v. Sling Flying Club, LLC	220,597.86		220,597.86
	Total Amount to Pay		220,597.86

6216- Pursley v. Sling Flying Club, LLC

Transactions				
Date	Transaction	Applied	Invoice	Amount
05-12-2025	Draft Invoice			220,597.86
			Balance	220,597.86

Open Invoices and Credits				
Date	Transaction	Amount	Applied	Balance
05-12-2025	Draft Invoice	220,597.86		220,597.86
			Balance	220,597.86

DRAFT

Exhibit 4



National Association of Legal Fee Analysis
Specializing in Attorney Fees & Legal Billing
— *The Nation's Top Attorney Fee Experts*

News Release

FOR IMMEDIATE RELEASE

March 4, 2020

Survey: Defense Rates Keep Pace with Plaintiffs' Rates in Class Action Litigation

Chicago, IL -- Defense rates keep pace with plaintiffs' rates in class action litigation at partner and associate levels in 2020. That's just one of the findings from a recent survey, The 2020 Class Action Hourly Rate Survey, conducted by the National Association of Legal Fee Analysis (NALFA). This billing rate survey, conducted via email over a two month period, asked class action litigators from the nation's 16 largest legal markets if their current regular hourly rate falls within a given range.

The NALFA survey shows that 95 percent of all class actions fall within the \$200-\$1,200 hourly rate range for both defense and plaintiffs' counsel at partner and associate levels. In short, only 5 percent of class action hourly rates are less than \$200 and over \$1,200. Thus, nearly all class action hourly rates fall within a \$1,000 hourly rate statistical variance.

This survey is the first in a series of hourly rate surveys that NALFA will be conducting in specific practice areas. NALFA also conducts custom hourly rate surveys for clients such as law firms, corporate legal departments, and government agencies. NALFA surveys provide the most accurate and current hourly rate ranges within a given geography and practice area.

"This survey data may be the nation's first and only quantitative class action hourly rate data of its kind," said Terry Jesse, NALFA Executive Director. With more class action hourly rate data to follow, here are some of the top level findings from NALFA's 2020 Class Action Hourly Rate Survey:

The 2020 Average Hourly Rate Range in Class Actions		
	Plaintiffs' Rate	Defense Rate
Senior Partner (20+ Years in Practice)	\$801-\$900	\$801-\$900
Partner (16-19 Years in Practice)	\$701-\$800	\$601-\$700
Junior Partner (12-15 Years in Practice)	\$501-\$600	\$401-\$500
Senior Associate (9-11 Years in Practice)	\$401-\$500	\$301-\$400
Associate (5-8 Years in Practice)	\$201-\$300	\$201-\$300
Junior Associate (2-4 Years in Practice)	\$201-\$300	\$201-\$300
Estimated Margin of Error: +/- \$25.00		

For more information on this survey, visit <http://www.thenalfa.org/blog/survey-class-action-defense-rates-keep-pace-with-plaintiffs-rates-in-2020/> or contact Terry Jesse, NALFA Executive Director at terry@thenalfa.org or call us at (312) 907-7275.



The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. Our members follow

Best Practices in Legal Fee Analysis. Our services include: Custom Hourly Rate Surveys and Fee Dispute Mediation. For more on NALFA, visit www.thenalfa.org. Follow us on Twitter at [@AttorneyFees](https://twitter.com/AttorneyFees).

NALFA | 1336 W. Greenleaf Ave, #3E, Chicago, IL 60626

[Unsubscribe agundzik@gghslaw.com](mailto:unsubscribe_agundzik@gghslaw.com)

[Update Profile](#) | [About Constant Contact](#)

Sent by info@thenalfa.org