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

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN LOS ANGELES**

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

22 Plaintiff,

23 vs.

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

27 Defendants.

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

**DECLARATION OF PLAINTIFF
DIVYA PURSLEY 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

1 I, Divya Pursley, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and the named plaintiff who
3 brought this class action Sling Flying Club, LLC ("Defendant" or "Sling"). The following is
4 based upon my personal knowledge, and if called as a witness, I could and would
5 competently testify thereto.

6 2. I worked as a flight instructor for Sling at its Torrance location in 2023.

7 3. During the time that I worked for Sling, due to my work obligations I and
8 other flight instructors did not have sufficient time to take compliant meal and rest breaks. I
9 and the other flight instructors were not paid for all hours that we were required to be at
10 work but were paid only for the time we spend teaching students. I and the other flight
11 instructors at Sling were not paid at overtime rates when we were required to work overtime
12 hours. And we were required to use our personal cell phones to communicate with our
13 supervisors, students and other employees but were not reimbursed for this expense.
14 Additionally, Sling did not maintain time records for its employees. Also, I understand that I
15 and the other instructors were not provided with compliant wage statements or paid all
16 wages owed to us when we stopped working for Sling.

17 4. It is my understanding that all other flight instructors were treated similarly,
18 as Sling had the same policies in place for all flight instructors. Also, I spoke with many
19 other flight instructors who told me that they also were not paid for all of their time, did not
20 receive overtime pay, did not receive paid rest breaks or their meal breaks, and were not
21 reimbursed for their cell phone usage. I understand that their paychecks also did not include
22 overtime wages or penalties for missed meal and rest breaks.

23 5. I understand that I am the named representative in this class action. I will
24 adequately represent the interests of all members of the proposed class, which I understand
25 to consist of all persons employed by Sling in California during the Class Period as flight
26 instructors.

27 6. I understand the claims asserted in this action on behalf of the class, the
28 California Labor & Workforce Development Agency and the aggrieved employees to

1 include claims for: (1) failure to pay wages for all work performed; (2) failure to pay
2 overtime; (3) failure to provide compliant meal and rest breaks; (4) inaccurate wage
3 statements; (5) failure to reimburse necessary expenses; (6) unfair business practices; (7)
4 failure to pay unpaid wages at separation; and (8) recovery of civil penalties pursuant to the
5 Private Attorneys General Act, Cal. Lab. Code §§2698-2699.5 ("PAGA").

6 7. As discussed above, I believe my claims are typical of the claims of other
7 class members and aggrieved employees and involve the same issues.

8 8. I know of no reason that my interests in this class action are inconsistent with
9 the interests of any other class member. In filing this lawsuit, I was trying to obtain
10 compensation for myself and for all class members for the actions of Sling that I believed to
11 be improper.

12 9. My attorneys have advised me that Phoenix Settlement Administrators
13 ("PSA") will administer the proposed settlement. I have no relationship with PSA and there
14 are no conflicts that will arise if PSA is appointed the settlement administrator in this case.

15 10. If the Court certifies a class for settlement purposes in connection with the
16 proposed settlement, I promise to consider the interests of other class members just as I
17 would consider my own interests. And I understand that I may even need to put the interests
18 of the class before my own interests.

19 11. I have willingly participated in this case as the named plaintiff and I will
20 continue to do so as long as this case is pending. I volunteered to represent the other class
21 members in this case so that they can benefit from my attempt to enforce California law and
22 so that other class members would not have to expend time, effort, and money pursuing
23 individual cases for the same thing.

24 12. I am not aware of any actual or potential conflicts of interest that I have with
25 any of the Class Members.

26 13. I am not aware of any other pending matter or action asserting claims that
27 will be extinguished or adversely affected by the proposed settlement.

1 14. In my involvement with this case, I have relied upon and continue to rely
2 upon the advice and guidance of my attorneys, Aaron Gundzik and Rebecca Gundzik of
3 Gundzik Gundzik Heeger LLP and Daniel Holzman of Caskey & Holzman.

4 15. I did not make the decision to become involved in this class action lightly and
5 this decision posed many risks for me. I understood that because of my involvement in the
6 class action, if the case was unsuccessful I could be responsible for Defendant's litigation
7 costs, which I understood might end up being substantial in a class action. I was also
8 concerned by the attention a publicly filed lawsuit, and especially a class action, would
9 attract. My name would be associated with a lawsuit that I had filed against a former
10 employer. I was mindful that others at Sling and other business associates might find out
11 that I sued my employer, and that this could hurt my future employment prospects. In fact,
12 after this case settled, I heard from other pilots who did not work for Sling that they knew
13 about this class action and some were saying unkind things about me.

14 16. In addition, the settlement agreement in this lawsuit requires that I enter into
15 a general release, which I understand is broader than the release that will bind other Class
16 Members. Nevertheless, I agreed to accept these risks because I felt that important rights
17 were at stake that affected everyone, and something ought to be done about it.

18 17. One of the reasons I engaged my attorneys is because I did not think it was
19 fair that we were not provided with all of our breaks or paid for all of the time we spent
20 working. I am aware that Sling treated others similarly based on my communications with
21 other Sling employees. By filing this class action lawsuit, I thought it would be an
22 opportunity for me and my co-workers to get the compensation and reimbursements due to
23 us.

24 18. Both before and after filing the lawsuit, I engaged in lengthy conversations
25 with my attorneys about all aspects of this case and my job. I was prompt and responsive to
26 my attorneys' inquiries. I identified relevant witnesses to them, identified helpful
27 documents, spoke with Class Members about how they were treated when they worked for
28 Sling, provided this information to my attorneys, and provided my attorneys with all of the

1 relevant documents in my possession. I was proactive and requested regular updates from
2 my attorneys, which they provided. I also asked questions so that I understood how
3 everything worked. And, my attorneys explained everything to me, including all of the
4 documents I signed regarding the lawsuit.

5 19. In order to prosecute this lawsuit, I reviewed and collected all of my
6 documents in connection with my work for Sling. I spoke, emailed and met with my
7 attorneys on Zoom to discuss the lawsuit, the discovery responses, to prepare for the
8 mediation, and to discuss the proposed settlement. I had numerous calls and meetings with
9 them regarding the facts and helped them identify other employees who could be of
10 assistance. I also missed a full day of work so that I could attend the mediation by Zoom. I
11 helped my attorneys prepare for the mediation and I attended the mediation. After the
12 mediation, I had meetings with my attorneys to discuss the negotiations, the proposed
13 settlement, and the settlement agreement. In all, I estimate that I spent more than 80 hours
14 on this case.

15 20. I understand that the settlement agreement provides for a service payment to
16 me in the amount of \$10,000. I believe this amount is fair compensation for initiating and
17 helping to prosecute this case, for helping with the discovery and investigation, for preparing
18 for and attending the mediation, and for the risks I undertook. During the time that this case
19 was pending until the case was settled, I feared negative consequences of suing my former
20 employer.

21 21. In addition to the work I performed to assist my attorneys while the case has
22 been ongoing, I am being required to enter into a broader release of claims against
23 Defendant than are the other Class Members. Other than the settlement payment I will
24 receive as a member of the Class, I am receiving no compensation or other benefits in
25 addition to the service payment provided for in the settlement.

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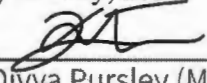
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1 22. I have observed my attorneys work throughout this case. They have been
2 thorough, diligent, prompt, courteous, and professional, and I believe they are fully entitled
3 to the award of fees that they have requested for their hard work.

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

6 Executed this ¹⁹ day of May, 2025,

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8 Divya Pursley (May 19, 2025 13:59 PDT)

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