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Attorneys for Plaintiff

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

EMMANUEL RUIZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CERTIFIED AVIATION SERVICES, LLC, a
Delaware limited liability company; and DOES 1
through 100,

Defendants.

Case No. 24STCV08430

*[Assigned for all purposes to the Hon.
Lawrence P. Riff, Dept. 7]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENT**

Date: December 11, 2024
Time: 10:00 a.m.
Dept.: 7

Complaint filed: April 3, 2024
Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Emmanuel Ruiz (“Plaintiff”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; preparing for and taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; opposing motions for summary judgment, as well as drafting a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs; attending mediations; drafting and negotiating long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing a caseload of over fifty (50) active wage and hour class and PAGA actions in both state and federal court.

1 4. The following is a non-exhaustive list of wage and hour class actions in which I
2 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
3 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
4 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
5 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
6 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
7 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
8 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
9 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
10 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
11 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
12 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
13 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
14 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
15 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
16 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
17 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
18 on behalf of home health care employees involving claims for unpaid wages and other claims, in
19 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
20 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
21 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
22 of construction workers involving claims for unpaid wages, meal and rest period violation, and
23 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
24 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
25 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
26 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
27 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
28 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals
16 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
17 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
18 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
19 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
20 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims);
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a*
18 *Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange
19 County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-
20 exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber*
22 *Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los
23 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
24 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
25 violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819,
26 California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting
27 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
28 wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty claims);
19 *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151, California
20 Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of
21 settlement on behalf of non-exempt Direct Support Professionals and Program Supervisors
22 involving claims for rest period violations, unpaid wages, failure to reimburse for necessary
23 business expenditures, wage statement violations, and other penalty claims); *Fabian Santana, et*
24 *al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los Angeles
25 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
26 non-exempt employees involving claims for unpaid wages, meal and rest period violations, wage
27 statement violations, failure to reimburse for necessary business expenditures, and other penalty
28 claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No. BC683026, Judge

1 Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt
2 employees involving claims for piece-rate violations, unpaid wages, meal and rest period
3 violations, failure to reimburse for necessary business expenditures, and other penalty claims);
4 *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No.
5 BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange
9 County, Judge William D. Claster presiding (granting final approval of settlement on behalf of
10 non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period
11 violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action in
13 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
14 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
15 classes of employees for rest period violations, wage statement violations, meal period violations,
16 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
17 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
18 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
19 wage statement class, and waiting time penalty class).

20 6. In each year from 2018-2023, Thomson Reuters and Los Angeles Magazine
21 recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition
22 of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
23 attorneys under the age of forty in Southern California each year.

24 7. As counsel for Plaintiff and Aggrieved Employees in this case, I have been
25 intimately involved in every aspect of this case from its inception, and I believe the proposed
26 Settlement is a favorable result for the Aggrieved Employees and the State of California.

27 8. Defendant Certified Aviation Services, LLC (“Certified Aviation”) specializes in
28 providing maintenance and repair operations on airplanes at various airports across the United

1 States, including several throughout California, including Los Angeles International Airport, San
2 Francisco International Airport, and Hollywood Burbank Airport. Plaintiff, like all Aggrieved
3 Employees, was employed by Certified Aviation in California as a non-exempt employee during
4 the PAGA Period and was subject to Certified Aviation's wage and hour policies and practices.

5 9. On April 3, 2024, Plaintiff filed the instant action, alleging violations of the
6 California Labor Code for: (1) minimum wage violations; (2) failure to pay all overtime wages;
7 (3) meal period violations; (4) rest period violations; (5) failure to reimburse employees for
8 necessary business expenditures; (6) wage statement violations; and (7) unfair competition. That
9 same day, Plaintiff submitted his notification letter to the LWDA and Certified Aviation regarding
10 Certified Aviation's alleged Labor Code violations and his intent to pursue a PAGA
11 representative action, as required by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true
12 and correct copy of Plaintiff's April 3, 2024 pre-filing letter to the LWDA. On June 11, 2024,
13 after exhausting his pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff
14 filed the operative First Amended Class and Representative Action Complaint in this Court to add
15 a cause of action for civil penalties under the PAGA. Shortly after the class action complaint was
16 filed, Certified Aviation produced an arbitration agreement that Plaintiff signed during his
17 employment with Certified Aviation. In light of this arbitration agreement, Plaintiff is
18 concurrently filing a Request for Dismissal of his class claims without prejudice.

19 10. The Parties agreed to attend early mediation in an attempt to resolve Plaintiff's
20 PAGA claims and Plaintiff's individual claims. On July 11, 2024, the Parties participated in
21 mediation before mediator Michael Ludwig, Esq. In connection with mediation, Certified
22 Aviation informally produced information and documents pertaining to Plaintiff and other
23 Aggrieved Employees, including, but not limited to, payroll and timekeeping records for Plaintiff
24 and approximately 89% of Aggrieved Employees during the PAGA Period; several data points,
25 including the number of Aggrieved Employees and the number of aggregate pay periods worked
26 by Aggrieved Employees during the PAGA Period; and its employee handbook and other written
27 policies in effect during the PAGA Period, in order for Plaintiff's counsel to investigate Plaintiff's
28 allegations and value the claims prior to mediation. Plaintiff conducted a comprehensive analysis

1 and extrapolation of the data produced by Certified Aviation to calculate Certified Aviation's
2 potential PAGA exposure.

3 11. During mediation, the parties vigorously debated Plaintiff's ability to proceed on
4 a representative basis, the legal basis for Plaintiff's claims and Certified Aviation's defenses, the
5 potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With
6 the assistance of Mr. Ludwig, the Parties agreed to fully and finally resolve Plaintiff's PAGA
7 claim at the conclusion of mediation. Over the following months, the parties negotiated and
8 finalized the Settlement now before the Court.

9 12. A true and correct copy of the fully-executed PAGA Settlement Agreement is
10 attached hereto as **Exhibit 1**. The proposed Notice of PAGA Settlement is attached as **Exhibit A**
11 to the Settlement Agreement. The Settlement provides for a non-reversionary Maximum
12 Settlement Amount ("MSA") of \$220,000.00. After deducting amounts for requested attorneys'
13 fees (\$73,333.33), litigation costs (\$7,659.61), Plaintiff's Enhancement Payment (\$5,000.00), and
14 settlement administration costs (\$4,500.00), the Settlement provides for distribution of a Net
15 Settlement Amount of approximately \$129,507.06 to be paid to Aggrieved Employees and the
16 LWDA. The Net Settlement Amount shall be distributed 75% (approximately \$97,130.30) to the
17 LWDA, and 25% (approximately \$32,376.76) to Aggrieved Employees based on each Aggrieved
18 Employee's proportional number of pay periods worked during the PAGA Period. There are
19 approximately 262 Aggrieved Employees, resulting in average payments of approximately
20 \$123.58 to each Aggrieved Employee. A true and correct copy of the redlined LASC Model
21 PAGA Settlement Agreement is attached hereto as **Exhibit 5**, showing how the Parties modified
22 the Model PAGA Settlement Agreement in drafting the Settlement Agreement.

23 13. Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff
24 acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example,
25 with respect to Plaintiff's claim that Certified Aviation utilized a timekeeping police/practice that
26 resulted in a systematic underpayment of wages, Certified Aviation counters that its timekeeping
27 policies/practice complied with California law and that it has always properly compensated
28 Aggrieved Employees for all hours worked throughout the PAGA Period. Certified Aviation

1 further argues no pre-shift or post-shift work was actually being performed, and therefore,
2 employees were paid for all hours actually worked. Finally, Certified Aviation also asserts that
3 Plaintiff's unpaid wage claims are not suited for representative treatment, as its timekeeping
4 policies/practices are facially neutral and individualized inquiries would be necessary as to
5 whether employees were in fact underpaid or overpaid for each workday in question (including
6 whether they were actually working when they were clocked in).

7 14. With respect to Plaintiff's meal period claims, Certified Aviation counters that it
8 maintained compliant written meal period policies throughout the PAGA Period and provided
9 compliant meal periods in line with those policies. Certified Aviation further contends that it
10 always provided employees with the opportunity to take meal periods and is not required to ensure
11 that the meal periods are taken. Thus, Certified Aviation argues, any non-compliant meal periods
12 were the result of lawful employee choice, rather than any policy and/or practice of Certified
13 Aviation. Certified Aviation also contends that it paid numerous meal period premiums during
14 the PAGA Period. As for second meal periods, Certified Aviation asserts many employees chose
15 to waive their second meal periods on shifts over 10.0 hours but less than 12.0 hours, as they may
16 do under Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30
17 minutes. Finally, Certified Aviation maintains Plaintiff's meal period claim is not suited for
18 representative treatment, since individual inquiries would be needed to assess which employees,
19 if any, took non-compliant or missed meal periods, how many meal periods were non-compliant
20 or missed, the reasons why a particular employee did not take a meal period on a particular shift,
21 and (for second meals) whether they waived the meal period.

22 15. With respect to Plaintiff's rest period claim, Certified Aviation contends that it has
23 maintained and enforced compliant written rest period policies/practices and has always
24 authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or
25 major fraction thereof, as required under the Wage Order, and that any failure to take rest periods
26 was a result of employee choice rather than any Certified Aviation policy and/or practice.
27 Certified Aviation further argues that Plaintiff's rest period claim is not amenable to
28 representative treatment, since individual inquiries would be required to determine which

employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Certified Aviation argues, given that rest periods are not, and need not, be recorded.

16. With respect to Plaintiff's claim that Certified Aviation failed to reimburse Plaintiff and other aggrieved employees for necessary business expenditures, Certified Aviation argues that employees were not required to use their cellular phones for communication with supervisors, and that employees preferred to use their own hand tools and earned a high enough wage that they could be required to provide their own hand tools. Certified Aviation further contends that this claim would require individual inquiries into whether Aggrieved Employees actually used their personal cellular phones or purchased hand tools for work purposes, how much expense they incurred, whether they submitted a request for reimbursement, and the reasonableness of that expense, thus precluding representative treatment.

17. As a result of Certified Aviation's alleged failure to pay all wages and all meal and rest period premiums, Plaintiff alleges derivative PAGA claims for failure to issue accurate and itemized wage statements. In response, Certified Aviation argues that Plaintiff's underlying claims will fail and, as a result, the derivative wage statement claims will also fail. Certified Aviation also maintains that any "derivative" PAGA claims for violations of Labor Code Section 226 would be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court.

18. Certified Aviation further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2). Indeed, Certified Aviation argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

19. Based on data provided by Certified Aviation, there were approximately 4,432 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiff could prove at least one Labor Code violation in each pay period, Plaintiff calculated

1 Certified Aviation's maximum PAGA exposure at \$443,200 (4,432 pay periods * \$100 per
2 violation). In light of Certified Aviation's arguments and defenses described above, Plaintiff
3 discounted that figure by 20% for a risk of losing on the merits and/or not recovering a PAGA
4 penalty in each and every pay period, and by an additional 35% for risk of the Court reducing
5 penalties, to arrive at a realistic exposure of approximately \$230,464. In the face of Certified
6 Aviation's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff
7 felt that the negotiated settlement of \$220,000.00, which represents approximately 95% of
8 Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA and
9 the aggrieved employees and was well within the range of reasonableness.

10 20. The request for administration costs of \$4,500.00 is also fair and reasonable.
11 Phoenix Settlement Administrators ("Phoenix") was selected because it is an experienced
12 settlement administrator and returned a reasonable bid. Moreover, Phoenix will perform several
13 important functions that are integral to the implementation of the Settlement. As detailed in the
14 declaration of Jodey Lawrence, submitted concurrently with this Motion, Phoenix will perform
15 duties in connection with this Settlement that are integral in effectuating the Settlement and the
16 Notice process. Among other things, Phoenix will calculate each Individual Settlement Payment,
17 update addresses contained in Certified Aviation's data, format and translate the Notice, and
18 otherwise prepare it for mailing, mail the Notice to the Aggrieved Employees, keep the Parties
19 informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee
20 is therefore reasonable.

21 21. My office is requesting attorneys' fees of one-third of the Maximum Settlement
22 Amount (i.e., \$73,333.33). Based on my experience in similar wage and hour class and
23 representative PAGA actions in California state courts, fee awards in matters such as this one
24 generally equal about one-third of the gross recovery. In addition, and as explained below and in
25 the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky,
26 expensive, and time-consuming litigation on a purely contingent basis. This case also involved
27 nuanced legal issues, including the legality of Certified Aviation's timekeeping practices and
28 obligations to "provide" meal periods and "authorize and permit" rest periods, as well as the

availability and amount of PAGA civil penalties for the alleged Labor Code violations. Certified Aviation was also represented by experienced wage-and-hour litigation counsel. Thus, the requested fee award is fair, reasonable and adequate and should be approved.

22. Since undertaking representation of Plaintiff, my firm has dedicated substantial resources to this litigation without receiving any compensation to date. My office is requesting reimbursement of \$7,659.61 in total costs, which includes an anticipated cost of \$78.55 for the filing and service of the instant Motion. A detailed line-item report of the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees, copying costs, mediation fees, and other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of Plaintiff and the Aggrieved Employees.

23. In this case, Plaintiff's counsel has a lodestar of approximately \$96,762.50 without the use of any multiplier, resulting in a negative multiplier compared to the \$73,333.33 fee request. Below is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$850	8.4	\$7,140.00
Sean M. Blakely (15th Year Attorney)	\$750	55.2	\$41,400.00
Joel M. Gordon (10th Year Attorney)	\$650	67.7	\$44,005.00
Firm Paralegals	\$175	24.1	\$4,217.50
Total Lodestar			\$96,762.50

24. Plaintiff's counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$850, my proposed hourly rate of \$750, and Mr. Gordon's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**.

25. I believe the requested \$5,000 enhancement payment to Plaintiff is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Aggrieved Employees. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses and participated in numerous discussions with Plaintiff's counsel regarding the case. Accordingly, I believe Plaintiff's requested enhancement payment is reasonable and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 15, 2024, at El Segundo, California.

Sen Blahf

Sean M. Blakely

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is dated for reference purposes August 19, 2024, and is made by and between Plaintiff Emmanuel Ruiz (“Plaintiff”) and Defendant Certified Aviation Services, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit against Defendant captioned *Emmanuel Ruiz v. Certified Aviation Services, LLC*, Case No. 24STCV08430, for which the First Amended Complaint filed on June 11, 2024 asserting PAGA claims pursuant to the April 3, 2024 LWDA letter is the “Operative Complaint” pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Phoenix Settlement Administrators 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 Maximum 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 approval of this Settlement.

1.4. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Defendant in California from April 3, 2023 until August 12, 2024 (the “PAGA Period”).

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. “Defense Counsel” means Robert J. Kane and Edward J. Farrell of Stuart Kane, LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is entered and becomes final.

1.10. “Individual Settlement Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.11. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.12. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.13. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.14. “Maximum Settlement Amount” is the non-reversionary sum of Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00) for the settlement of Plaintiff’s representative PAGA claims, which represents the total amount payable under this Settlement Agreement by Defendant (subject to the Escalator Clause described below), including, without limitation, (a) attorney’s fees of up to one-third of the Maximum Settlement Amount; (b) Plaintiff’s reasonable verified litigation costs and expenses; (c) reasonable third-party administration costs up to \$4,500.00; and (d) representative enhancement payment to Plaintiff in the amount of \$5,000.00.

1.15. “Net Settlement Amount” means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: (a) attorney’s fees of up to one-third of the Maximum Settlement Amount; (b) Plaintiff’s reasonable verified litigation costs and expenses; (c) reasonable third-party administration costs; and (d) representative enhancement payment to Plaintiff in the amount of \$5,000.00.

1.16. “PAGA Counsel” means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the Plaintiff in the Action.

1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from April 3, 2023 until August 12, 2024.ⁱⁱ

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. “PAGA Notice” means Plaintiff’s PAGA letter to Defendant and the LWDA, LWDA Case No. LWDA-CM-1020245-24, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.23. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.24. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.25. “Released Parties” means: Defendant and each of its former and present directors,

officers, shareholders, owners, attorneys, insurers, predecessors, successors, subsidiaries, and agents.

1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On April 3, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the Labor Code on a class-wide basis. On June 11, 2024, Plaintiff filed a First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified 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, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 11, 2024, the Parties participated in an all-day mediation presided over by Michael Ludwig, Esq.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping and payroll data for all putative Settlement Class for the PAGA Period through June 8, 2024, including actual and rounded time-punches, meal period data, and pay statements. Plaintiff also obtained relevant wage and hour policies, and data regarding the number of Aggrieved Employees and Pay Periods.

2.5. The Parties, PAGA 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. Maximum Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$220,000.00 for the settlement of Plaintiff's representative PAGA claims. Defendant has no obligation to pay the Maximum Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.

3.2. Payments from the Maximum Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$73,333.00 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less

than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,500.00 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 \$4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. Plaintiff's Representative Enhancement Payment: A representative enhancement payment of \$5,000.00 to acknowledge the Plaintiff's time, effort, and significant risks undertaken, including providing substantial factual information, documents, and active participation in this class action litigation.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual Settlement Payments.

3.2.4.1. The Administrator will calculate each Individual Settlement Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual Settlement Payment.

3.2.4.2. 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 Settlement Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 262 Aggrieved Employees who worked a total 4,432 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 20 days, after receipt by Defendant's counsel of a fully executed copy of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as

soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Maximum Settlement Amount. Defendant shall fully fund the Maximum Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Maximum Settlement Amount. Within 14 days after Defendant funds the Maximum Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and Litigation Expenses Payment shall not precede disbursement of Individual Settlement Payments.

4.4.1. The Administrator will issue checks for the Individual Settlement Payments and send them to the Aggrieved Employees 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. 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 an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was shown to be lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual Settlement 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 Aggrieved Employee.

4.4.4. The payment of Individual Settlement Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS AND DISMISSAL. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims,

transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"), and all claims relating to his employment by Defendant and the termination of that employment. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California 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 Aggrieved Employees: All 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.

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.4 Dismissal of Class Claims: PAGA Counsel will dismiss all Class Claims without prejudice promptly after this PAGA Settlement Agreement is fully executed.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with

the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Defendant represents that the number of Aggrieved Employees during the PAGA Period is 262 and the number pay periods worked by Aggrieved Employees during the PAGA Period is 4,432. If the actual number of pay periods is more than 10% greater (i.e., if there are 4,875 or more pay periods), then Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of pay periods, Defendant would agree to increase

the Maximum Settlement Amount by 2%).

9. 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. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant'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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 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.

10.5 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.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 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.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 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.

10.10 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.

10.11 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.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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: Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90205

To Defendant: Stuart Kane LLP
620 Newport Center Drive, Suite 200
Newport Beach, California 92660
Attn.: Robert J. Kane

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.

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

EMMANUEL RUIZ

CERTIFIED AVIATION SERVICES, INC.


Emmanuel Ruiz (Sep 23, 2024 12:25 PM)

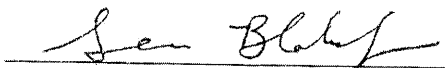
By: Emmanuel Ruiz


By: BRAD CABAN, CEO

APPROVED BY:

HAINES LAW GROUP, APC

STUART KANE LLP





By: Sean M. Blakely
Attorney for Plaintiff

By: Robert J. Kane,
Attorney for Defendant

This Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Maximum Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

EXHIBIT A

Re: **Emmanuel Ruiz v. Certified Aviation Services, LLC, et al.**
Superior Court of California for the County of Los Angeles; Case No. 24STCV08430

Date: [REDACTED]/[REDACTED]/2024

SIMID
Name
Address

Dear **Name**:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Emmanuel Ruiz v. Certified Aviation Services, LLC, et al.*, Case No. 24STCV08430, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”).

The Action was filed against Certified Aviation Services, LLC (“Certified Aviation”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Emmanuel Ruiz (“Plaintiff”), a former employee of Certified Aviation, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Certified Aviation owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Certified Aviation who were allegedly affected by the alleged violations of the Labor Code. Your payment is based on the proportionate number of pay periods you worked for Certified Aviation in California from April 3, 2023 until August 12, 2024 (the “PAGA Period”). Based on Certified Aviation’s records, you worked [Number] pay periods during the PAGA Period.

In agreeing to this settlement, Certified Aviation does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Certified Aviation, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The Release applies to Certified Aviation and its former, present and future officers, directors, employees, and agents. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiff’s complaint in the Action, including claims for civil penalties under the PAGA based on Certified Aviation’s alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and California Industrial Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, which arose during the PAGA Period.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

Questions? Call toll-free () - [REDACTED]

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 3, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Emmanuel Ruiz v. Certified Aviation Services, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Emmanuel Ruiz (“Mr. Ruiz”) in claims arising from his employment with Certified Aviation Services, LLC; and Does 1 through 100 (collectively “Certified Aviation”). Mr. Ruiz is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Certified Aviation’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Certified Aviation’s non-exempt employees who worked for Certified Aviation in California during the one year immediately preceding the date of this letter through the present.

Certified Aviation employs Mr. Ruiz in the non-exempt job position of “Mechanic Assistant” and “Turbine Engine Wash” (or similarly titled position) at Los Angeles International Airport. Mr. Ruiz has been employed by Certified Aviation since approximately July 26, 2023.

During Mr. Ruiz’s and other aggrieved employees’ employment with Certified Aviation, Certified Aviation utilized a timekeeping system which resulted in Mr. Ruiz and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, during Mr. Ruiz’s employment, Mr. Ruiz clocked in and out for his shifts electronically using his employee ID number and password; however, although Certified Aviation recorded Mr. Ruiz and other aggrieved employees’ hours worked to the minute, Certified Aviation only paid Mr. Ruiz and other aggrieved employees in quarter-hour increments. Certified Aviation’s rounding and/or shaving of time entries was not even-handed over time, and has resulted in Mr. Ruiz and other aggrieved employees being deprived of all earned wages, including minimum wages for all hours worked, and overtime wages on those occasions when they worked over eight hours in a workday and/or forty hours in a workweek.

Due to the unique nature of the airline industry, in which aircrafts require unscheduled and unexpected maintenance and repairs, Mr. Ruiz and other aggrieved employees routinely did not clock out for meal periods and were not provided with legally compliant meal periods during most shifts. On those occasions when Mr. Ruiz and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Certified Aviation often failed to compensate Mr. Ruiz and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Ruiz and other aggrieved employees were also not authorized and permitted to take an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Certified Aviation, Mr. Ruiz and other aggrieved employees were regularly prevented from being relieved of all work duties during required rest periods. Certified Aviation also failed to provide Mr. Ruiz and other aggrieved employees from taking ten minutes of “net rest” in areas away from the work area appropriate for rest. On the occasions when Mr. Ruiz and other aggrieved employees were not provided with all of the legally compliant rest periods to which they were entitled, Certified Aviation failed to compensate Mr. Ruiz and other aggrieved employees with the required rest period premium at the regular rate of pay for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Certified Aviation maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their non-exempt employees.

Certified Aviation also failed to adequately reimburse Mr. Ruiz and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones for communication with supervisors, and the purchase of hand tools for use in their work. Certified Aviation did not adequately reimburse Mr. Ruiz and other aggrieved employees for their cellular phone expenses or purchase of hand tools, despite all of these expenses being incurred for business purposes.

As a result of Certified Aviation’s failure to compensate Mr. Ruiz and other aggrieved employees for all minimum wages, and all meal and rest period premium wages, Certified Aviation maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Certified Aviation committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”):

Minimum Wage Violations

Certified Aviation was required to pay Mr. Ruiz and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 4, § 4. As alleged above, Certified

Aviation failed to conform its pay practices to the requirements of the law by failing to pay Mr. Ruiz and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Certified Aviation and/or suffered or permitted to work under the California Labor Code and Wage Order 4. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Ruiz and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Certified Aviation was required to pay Mr. Ruiz and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Certified Aviation caused Mr. Ruiz and other aggrieved employees to work overtime hours but did not compensate Mr. Ruiz and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Ruiz and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Certified Aviation failed to provide Mr. Ruiz and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Ruiz and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Certified Aviation also failed to authorize and permit Mr. Ruiz and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Ruiz and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest

period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Certified Aviation failed to reimburse Mr. Ruiz and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones and the purchase of hand tools for business purposes. Certified Aviation's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Ruiz and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Certified Aviation was required to furnish Mr. Ruiz and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Certified Aviation's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Certified Aviation maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Ruiz and other aggrieved employees in violation of Labor Code § 226. Certified Aviation's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Ruiz and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Certified Aviation failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Certified Aviation's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Certified Aviation failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Ruiz will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Ruiz's own investigation, and on

information and belief, Certified Aviation committed and continues to commit the following Labor Code violations:

- a. Certified Aviation violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Ruiz and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Certified Aviation violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Ruiz and other aggrieved employees all overtime compensation earned;
- c. Certified Aviation violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Ruiz and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Certified Aviation violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Ruiz and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Ruiz and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Certified Aviation violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Ruiz and other aggrieved employees for all necessary business expenditures incurred;
- f. Certified Aviation violated Labor Code § 226 by failing to furnish Mr. Ruiz and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Certified Aviation violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to other aggrieved employees;
- h. Certified Aviation violated Labor Code § 204 by failing to pay Mr. Ruiz and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Certified Aviation violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Ruiz and other aggrieved employees.

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///

LWDA
April 3, 2024
Page 6 of 6

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Certified Aviation if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. H.', with a long horizontal stroke extending to the right.

Paul K. Haines

cc: Certified Aviation Services, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/04/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8355 7139 92

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 04/03/2024 16:55

ORIGINAL INTENDED RECIPIENT:

CERTIFIED AVIATION SERVICES LLC
C/O: DAVID P LEE
26000 TOWNE CENTRE DR STE 200
FOOTHILL RNCH CA 92610-3444



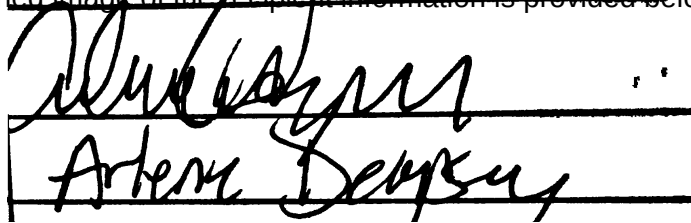
Mailer: Haines Law Group

Date Produced: 04/09/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8355 7139 92. Our records indicate that this item was delivered on 04/08/2024 at 01:53 p.m. in FOOTHILL RANCH, CA 92610. The scanned image of the recipient information is provided below.

Signature of Recipient :


Artem Derben

Address of Recipient :


26000 Towne Ct, 200

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

CERTIFIED AVIATION SERVICES LLC
C/O: DAVID P LEE
STE 200
26000 TOWNE CENTRE DR
FOOTHILL RNCH CA 92610-3444

Customer Reference Number: C4923391.29585626

EXHIBIT 3

October 14, 2024

Emmanuel Ruiz

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
3/31/2024	ALL	Postage for March, 2024.	1 14.72	14.72
	ALL	Copying cost for March, 2024.	6 0.25	1.50
4/3/2024	ALL	First legal's filing fee for: Complaint;Civil Case Cover Sheet;Summons Order #: 5677788 Direct E-filing Base charge + additional charges + Adv/wit ck + Check charge	1 1,508.55	1,508.55
4/4/2024	ALL	Filing fee for: LWDA. Order #: ORD-000277655	1 75.00	75.00
	ALL	First legal's filing fee for: Notice of Posting of Jury Fees Order #: 5680032 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 172.15	172.15
4/12/2024	IDLC	First legal's service fee for: Summons, Complaint, Additional documents. Order #: 5691723 Process - Branch 3 days Base charge + PDF/Ship + Fuel charge	1 171.34	171.34
4/19/2024	IDLC	First legal's filing fee for: Proof of Personal Service Order #: 5700065 Direct E-filing Base charge + Additional charges	1 16.15	16.15
4/30/2024	ALL	Postage for April, 2024.	1 7.60	7.60
	ALL	Copying cost for April, 2024.	7 0.25	1.75

10/14/2024

			<u>Qty/Price</u>	<u>Amount</u>
5/14/2024	ALL	Michael Ludwig mediation fee for July 11, 2024 mediation. Invoice #: 1221	1 5,500.00	5,500.00
6/11/2024	ALL	First legal's service fee for: Amended Complaint Order #: 5765817 E-service *No base charge* PDF/Ship	1 7.00	7.00
	ALL	First legal's filing fee for: Amended Complaint Order #: 5765797 Direct E-filing Base charge + Additional charges	1 16.15	16.15
	IDLC	LA County document purchase fee for: Notice of appearance. Receipt #: PA-2024-275235758	1 3.00	3.00
6/12/2024	ALL	First legal's service fee for: Stipulation and Order (name extension);Proof of Service (not Summons and Complaint);Stipulation and Order (name extension). Order #: 5767603 E-service *No base charge* PDF/Ship	1 7.00	7.00
	ALL	First legal filing fee for: Joint Stipulation to Continue June 21, 2024 Initial Status Conference; [Proposed]Order;Proof of Service (not Summons and Complaint);Joint Stipulation Joint Stipulation to Continue June 21, 2024 Initial Status Conference; [Proposed] Order to Continue June 21, 2024 Initial Status Conference; [Proposed] Order. Order #: 5767602 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
8/5/2024	IDLC	First legal's service fee for: Stipulation and Order (name extension);Proof of Service (not Summons and Complaint);Stipulation and Order (name extension). Order #: 5832772 E-service *No Base Charge* PDF/Ship	1 5.25	5.25
	IDLC	First legal's filing fee for: Joint Notice of SettleJoint Notice of Settlement and Stipulation to Continue Initial Status Conference; [Proposed] Orderment and Stipulation to Continue Initial Status Conference; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Notice of Settlement and Stipulation to Continue Initial Status Conference; [Proposed] Order. Order #: 5832770 Direct E-filing	1 36.95	36.95

10/14/2024

	<u>Qty/Price</u>	<u>Amount</u>
Base charge + Additional charges + Adv/wit ck + Check charge		
Total additional charges		<u>\$7,581.06</u>
Balance due		<u><u>\$7,581.06</u></u>

EXHIBIT 4

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT 5

~~MODEL~~ PAGA SETTLEMENT AGREEMENT¹

This PAGA Settlement Agreement ("Agreement") is ~~dated for reference purposes August 19, 2024, and is~~ made by and between ~~plaintiff~~ ~~(~~"Plaintiff"~~) and defendant XYZ (~~"XYZ"~~)~~, Emmanuel Ruiz (~~"Plaintiff"~~) and Defendant Certified Aviation Services, LLC (~~"Defendant"~~). The Agreement refers to Plaintiff and ~~XYZ Defendant~~ collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's ~~PAGA lawsuit alleging wage and hour violations~~ against ~~XYZ Defendant~~ captioned ~~initiated Emmanuel Ruiz v. Certified Aviation Services, LLC, Case No. 24STCV08430, for which the First Amended Complaint filed on and June 11, 2024 asserting PAGA claims pursuant to the April 3, 2024 LWDA letter is the "Operative Complaint" pending in Superior Court of the State of California, County of Los Angeles.~~

1.2. "Administrator" means ~~Phoenix Settlement Administrators~~ 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 Maximum~~ 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 approval of this Settlement.

1.4. "Aggrieved ~~Employee~~" means ~~[e.g., a person employed by XYZ in California Employees] consist of all current and classified as a former non-exempt employees who worked for XYZ during Defendant in California from April 3, 2023 until August 12, 2024 (the "PAGA Period").~~

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in ~~XYZ's Defendant's~~ possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

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Style Definition: Heading 1

Style Definition: Body Text

Style Definition: Title

Style Definition: List Paragraph

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1.7. "Court" means the Superior Court of California, County of Los Angeles.

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1.8. "Defense Counsel" means Robert J. Kane and Edward J. Farrell of Stuart Kane, LLP.

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1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. ~~The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment entered and becomes final.~~

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1.10. ~~"Gross Individual Settlement Amount" means \$_____ which is the total amount XYZ agrees to pay under the Settlement except as provided in Paragraph 9 below. The~~

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~~Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.~~

~~1.11.1.10.~~ ~~"Individual PAGA Payment"~~
means the Aggrieved ~~Employee's~~ Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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~~1.12.1.11.~~ ~~"Judgment"~~ means the judgment entered by the Court based upon the Final Approval.

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~~1.13.1.12.~~ ~~"LWDA"~~ means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.14.1.13.~~ ~~"LWDA PAGA Payment"~~ means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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1.14. "Maximum Settlement Amount" is the non-reversionary sum of Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00) for the settlement of Plaintiff's representative PAGA claims, which represents the total amount payable under this Settlement Agreement by Defendant (subject to the Escalator Clause described below), including, without limitation, (a) attorney's fees of up to one-third of the Maximum Settlement Amount; (b) Plaintiff's reasonable verified litigation costs and expenses; (c) reasonable third-party administration costs up to \$4,500.00; and (d) representative enhancement payment to Plaintiff in the amount of \$5,000.00.

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1.15. "Net Settlement Amount" means the ~~Gross~~ Maximum Settlement Amount, less the following payments in the amounts approved by the Court: ~~Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments~~ (a) attorney's fees of up to one-third of the Maximum Settlement Amount; (b) Plaintiff's reasonable verified litigation costs and expenses; (c) reasonable third-party administration costs; and (d) representative enhancement payment to Plaintiff in the amount of \$5,000.00.

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1.16. "PAGA Counsel" means ~~_____~~ Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the Plaintiff in the Action.

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1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

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1.19. "PAGA Period" means the period from _____ ~~to~~ _____, April 3, 2023 until August 12, 2024.ⁱⁱ

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's _____ PAGA letter to ~~XYZ~~Defendant and the LWDA ~~[and Plaintiff's _____ letter to XYZ and the LWDA]~~ Case No. LWDA-CM-1020245-24, providing notice pursuant to Labor Code section 2699.3, subd.(a).

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~~1.22.~~ "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the ~~Gross~~Net Settlement Amount, allocated 25% to the Aggrieved Employees

~~1.22.~~ (\$ _____) and the 75% to LWDA (\$ _____) in settlement of PAGA claims.

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~~1.23.~~ "Plaintiff" means _____, the named plaintiff in the
Action.
~~1.24.~~1.23. "Approval Order" means the
proposed Court Order Granting Approval of PAGA Settlement.

~~1.25.~~1.24. "Released PAGA Claims" means
the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

~~1.26.~~1.25. "Released Parties" means:
~~XYZ~~Defendant and each of its former and present directors, officers, shareholders, owners,
[members], attorneys, insurers, predecessors, successors, assigns [subsidiaries] [affiliates], and
agents.

~~1.27.~~1.26. "Settlement" means the
disposition of the Action effected by this Agreement and the Judgment.

~~1.28.~~ "XYZ" means named Defendant _____.

2. RECITALS.

2.1. On _____ April 3, 2024, Plaintiff
commenced this Action by filing a Complaint alleging causes of action against ~~XYZ~~Defendant for
_____. [The violations of the Labor Code
on a class-wide basis. On June 11, 2024, Plaintiff filed a First Amended Complaint to add a cause of
action pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. The First
Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") [On _____
_____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against
XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the
"Operative Complaint."). XYZ. Defendant 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, subd.(a), Plaintiff gave timely written notice
to ~~XYZ~~Defendant and the LWDA by sending the PAGA Notice.

~~2.3.~~ On _____ (type in additional dates) _____;

~~2.3.~~ July 11, 2024, the Parties participated in an all-day mediation presided over by _____
which led to this Agreement to settle the Action Michael Ludwig, Esq.

~~2.3.~~ _____ (describe alternative means of negotiation) _____

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~~2.4. Prior to mediation negotiating the Settlement~~, Plaintiff obtained, through

~~2.4. formal informal discovery, timekeeping and payroll data for all putative Settlement Class for the PAGA Period through June 8, 2024, including actual and rounded time-punches, meal period data, and pay statements. Plaintiff also obtained relevant wage and hour policies, and data regarding the number of Aggrieved Employees and Pay Periods.~~

2.5. The Parties, PAGA 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. GrossMaximum Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZDefendant promises to pay \$ and no more as 220,000.00 for the Gross Settlement Amount. XYZsettlement of Plaintiff's representative PAGA claims . Defendant has no obligation to pay the GrossMaximum Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.ⁱⁱⁱ The Administrator will disburse the entire GrossMaximum Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the GrossMaximum Settlement Amount will revert to XYZDefendant.

3.2. Payments from the GrossMaximum Settlement Amount. The Administrator will make and deduct the following payments from the GrossMaximum Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$ 73,333.00 and PAGA Counsel Litigation Expenses Payment of not more than \$ XYZ30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds XYZDefendant harmless, and indemnifies XYZDefendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed 3.2.2. \$ 4,500.00 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 \$ 4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. Plaintiff's Representative Enhancement Payment: A representative enhancement payment of \$5,000.00 to acknowledge the Plaintiff's time, effort, and significant risks undertaken, including providing substantial factual information, documents, and active participation in this class action litigation.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of 3.2.4. \$ to be paid from the GrossNet Settlement Amount, with 75% (Amount) allocated to the LWDA PAGA Payment and 25% (\$) allocated to the Individual PAGA Settlement

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Payments.

~~3.2.3.1.~~ The Administrator will calculate each Individual ~~PAGA Settlement~~
Payment by (a) dividing the amount of the Aggrieved Employees' 25%
share of PAGA
Penalties (~~\$~~) by the total number of PAGA Period Pay Periods worked

3.2.4.1. by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Settlement Payment.

3.2.3.2.3.2.4.2. 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 Settlement Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ Defendant estimates there are 262 Aggrieved Employees who worked a total of 4,432 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within [e.g., 15] 20 days, XYZ after receipt by Defendant's counsel of a fully executed copy of this Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. XYZ Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Maximum Settlement Amount. XYZ Defendant shall fully fund the Gross Maximum Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Maximum Settlement Amount. Within [e.g., 14] days after XYZ Defendant funds the Gross Maximum Settlement Amount, the Administrator will mail checks for all Individual PAGA Settlement Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Fees Payment, and the PAGA Counsel Litigation Expenses Payment Disbursement of the PAGA Counsel Fees Payment and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Settlement Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Settlement Payments and send them to the Aggrieved Employees via First Class U.S. Mail,

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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. Before mailing any checks, the Settlement

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4.4.1. Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are ~~returned~~ returned undelivered without USPS forwarding address. Within ~~{7}~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was shown to be lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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4.4.3. For any Aggrieved Employee whose Individual PAGA Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to~~ to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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4.4.4. The payment of Individual PAGA Settlement Payments shall not obligate ~~XYZ~~ Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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5. RELEASES OF CLAIMS AND DISMISSAL. Effective on the date when ~~XYZ~~ Defendant fully funds the entire ~~Gross~~ Maximum Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

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5.1 Plaintiff's General Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the PAGA Period]~~, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"), and all claims relating to his employment by Defendant and the termination of that employment. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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~~5.1.1~~ Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

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provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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5.1.1 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 Aggrieved Employees:

5.2 All 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.

5.3 Release by PAGA Counsel:

5.3 PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.4 Dismissal of Class Claims: PAGA Counsel will dismiss all Class Claims without prejudice promptly after this PAGA Settlement Agreement is fully executed.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties

6. agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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.

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6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's ~~Preliminary~~ Approval to the Administrator.

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6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

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7. SETTLEMENT ADMINISTRATION.

~~7.1~~ Selection of Administrator. The Parties have jointly selected

~~7.1~~ Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, ~~Phoenix Settlement Administrators~~ 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.

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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.

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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.

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7.4 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.

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8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

~~Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Aggrieved Employees who worked _____ Pay Periods during the~~

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PAGA Period.^{iv}

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Defendant represents that the number of Aggrieved Employees during the PAGA Period is 262 and the number pay periods worked by Aggrieved Employees during the PAGA Period is 4,432. If the actual number of pay periods is more than 10% greater (i.e., if there are 4,875 or more pay periods), then Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of pay periods, Defendant would agree to increase the Maximum Settlement Amount by 2%).

9. 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. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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.

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10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 XYZDefendant that any of the allegations in the Operative Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ'sDefendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, XYZDefendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest XYZ'sDefendant'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).

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10.2 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

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inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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~~10.4~~ 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,

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10.4 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.

10.5 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.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 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.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 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.

10.10 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.

10.11 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.

~~10.12~~ Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of

all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from ~~XYZ~~Defendant unless, prior to the Administrator's payment of all

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~~10.12~~ Settlement Funds. XYZDefendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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: Haines Law Group, APC,

To XYZ:

2155 Campus Drive, Suite 180

El Segundo, California 90205

To Defendant: Stuart Kane LLP

620 Newport Center Drive, Suite 200

Newport Beach, California 92660

Attn.: Robert J. Kane

~~10.16~~ 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.

~~10.17~~10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date

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to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

For EMMANUEL RUIZ CERTIFIED AVIATION
SERVICES, INC.

By: Emmanuel Ruiz By:

APPROVED BY:

HAINES LAW GROUP, APC STUART KANE LLP

By: By: Robert J. Kane,
Attorney for Plaintiff For XYZ Attorney for Defendant

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Counsel For Plaintiff Counsel For XYZ

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ⁱThis

This Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the ~~Gross~~Maximum Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.