

EXHIBIT 1

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DEV ANAND OMAN, TODD EICHMANN,
MICHAEL LEHR, and ALBERT FLORES,
individually, on behalf of others similarly
situated, and on behalf of the general public,

Plaintiff,

vs.

DELTA AIR LINES, INC.,

Defendant.

Case No. 3:15-cv-00131-WHO

**STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE**

**STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
AND RELEASE**

This Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Todd Eichmann and Albert Flores (“Plaintiffs”) on behalf of themselves and the putative class and as a proxy/agent for the California Labor and Workforce Development Agency (“LWDA”), and Defendant Delta Air Lines, Inc. (“Delta Air Lines” or “Defendant”) (collectively, the “Settling Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the above-captioned case entitled *Oman v. Delta Air Lines, Inc.*, Case No. 3:15-cv-00131-WHO, filed on January 9, 2015, in the United States District Court, Northern District of California.

2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Plaintiffs’ Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiffs’ Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any experts.

3. “Plaintiffs’ Counsel” means Matthew Helland and Daniel Brome of Nichols Kaster, LLP.

4. “Class/PAGA List” means a complete list of all Class Members and PAGA Members that Delta Air Lines diligently and in good faith compiled from its records, including the Class Members and PAGA Members’ names, last known mailing address and phone number, social security numbers, termination dates, whether they participated in Delta’s Enhanced Retirement or Voluntary Opt-Out Programs and start and end dates during which Class Members and PAGA Members were based at California Airports during the Class/PAGA Period.

1 5. “Class Member(s)” or “Settlement Class” means:

2 All individuals who worked for Delta Air Lines as flight attendants based in
3 California (“California-based flight attendants”) at any time from January 9, 2014
4 through March 31, 2024 who did not participate in Delta’s Enhanced Retirement
5 or Voluntary Opt-Out Programs.

6 6. “Class Period” means the time period from January 9, 2014 through March 31,
7 2024.

8 7. “Class Representatives” mean Todd Eichmann and Albert Flores.

9 8. “Contingency Fund” means Fifty Thousand Dollars (\$50,000.00) of the Net
10 Settlement Amount that may be used to pay late claims, disputed allocations, and the claims of
11 any individuals who are not on the Class/PAGA List and who the Settling Parties agree may be
12 added to the Settlement Class or as a PAGA Member. To the extent the claims of individuals
13 who were not on the Class/PAGA List but should have been exceed the value of the Contingency
14 Fund, the Settling Parties agree to work together in good faith to resolve those claims without
15 decreasing the value of Participating Class Members’ Individual Settlement Payment. Any
16 remaining portion of the Contingency Fund shall be provided to Legal Aid at Work as cy pres
17 recipient.

18 9. “Court” means the United States District Court, Northern District of California, or
19 any other court taking jurisdiction of the Action.

20 10. “Effective Date” means the date on which a judgment becomes a Final Judgment.
21 “Final Judgment” means the latest of the following dates: (i) if no Class Member files an
22 objection to the Settlement, then the date the Court enters an order granting Final Approval; (ii) if
23 a Class Member files a timely objection to the Settlement that is not withdrawn, then the date
24 immediately after the applicable date for seeking appellate review of the Court’s Final Approval
25 Order has expired, assuming no appeal or request for review is filed; and (iii) if a Class Member
26 files an appeal or petition for review following disposition of an objection, the date of the final
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1 resolution of that appeal or request for review (including any requests for rehearing and/or
2 petitions for writ of certiorari) resulting in the Final Approval of the Settlement.

3 11. "Enhancement Payment" means the amount the Court approves to be paid to the
4 Class Representatives in recognition of the Class Representatives' efforts in coming forward as
5 Class Representatives and participating in the Action, including participating in depositions and
6 responding to written discovery.

7 12. "Final Approval" or "Final Approval Order" means the Court order granting final
8 approval of the Settlement Agreement.

9 13. "Fourth Amended Complaint" means the Fourth Amended Complaint that will
10 be/was filed in the Action conforming the complaint to this Settlement. A copy of the proposed
11 Fourth Amended Complaint is attached hereto as **Exhibit D**.

12 14. "Gross Settlement Amount" means the total settlement amount of Fifteen Million
13 Nine Hundred Thousand Dollars (\$15,900,000), inclusive of (a) One Million One Hundred Sixty
14 Four Thousand Seven Hundred Eighty Seven Dollars and fifty cents (\$1,164,787.50) allocated to
15 penalties under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq., of
16 which 75% shall be paid to the LWDA and 25% shall remain part of the Net Settlement Amount
17 to be distributed to the PAGA Members; (b) the attorneys' fees incurred by Plaintiffs' counsel in
18 litigating this lawsuit and as approved by the Court, not to exceed 25% of the Gross Settlement
19 Amount; (c) costs incurred by Plaintiffs' counsel in litigating this lawsuit not to exceed Sixty Five
20 Thousand Dollars \$65,000; (d) Enhancement Payments of Twenty Thousand Dollars (\$20,000)
21 for each Class Representative; (e) a Contingency Fund of Fifty Thousand Dollars (\$50,000), to be
22 used to effectuate the purposes of the settlement; (f) any administrative costs associated with
23 distribution of notice to the Settlement Classes, final distribution of the individual settlement
24 amounts to Participating Class Members and the PAGA allocation payments to PAGA Members,
25 issuance of tax forms, and any other administration costs necessary to effectuate the terms of the
26 Settlement Agreement, not expected to exceed \$35,000, and (g) all taxes associated with the
27 Individual Settlement Payments, including the employer's share of payroll taxes. The remainder
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1 of the Gross Settlement Amount shall be distributed to Participating Class Members. The Gross
2 Settlement Amount is non-reversionary, and no claim forms shall be required from Participating
3 Class Members in order to receive payment. Delta Air Lines' contribution to the settlement shall
4 not exceed the Gross Settlement Amount.

5 15. "Individual Settlement Payment" means each Participating Class Member's share
6 of the Net Settlement Amount, to be distributed to Participating Class Members.

7 16. "Delta Air Lines' Counsel" means Brendan Killeen and Andrew P. Frederick of
8 Morgan, Lewis & Bockius LLP.

9 17. "Labor and Workforce Development Agency Payment" or "LWDA Payment"
10 means the amount that the Settling Parties have agreed to allocate from the Gross Settlement
11 Amount to the LWDA in connection with the claim brought under the California Labor Code
12 Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*, ("PAGA"). The Settling
13 Parties have agreed that One Million One Hundred Sixty-Four Thousand Seven Hundred Eighty-
14 Seven Dollars and Fifty Cents (\$1,164,787.50) of the Gross Settlement Amount will be allocated
15 to the resolution of any PAGA Members' claims arising under PAGA. Pursuant to PAGA,
16 Seventy-Five Percent (75%), or Eight Hundred Seventy-Three Thousand Five Hundred Eighty-
17 Five Dollars and Zero Cents (\$873,585.00), of the PAGA Settlement Amount will be paid to the
18 LWDA; and Twenty-Five Percent (25%), or Two Hundred Ninety-One Thousand Two Hundred
19 Two Dollars and Fifty Cents (\$291,202.50), of the PAGA Settlement Amount will be included in
20 the Net Settlement Amount.

21 18. "Net Settlement Amount" means the portion of the Gross Settlement Amount
22 remaining after deducting the: (a) LWDA Payment; (b) approved Attorneys' Fees and Costs; (c)
23 Enhancement Payments; (d) Contingency Fund; and (e) Settlement Administration Costs (as
24 defined in Paragraph 33). Settlement payments from the QSF to Participating Class Members, as
25 well as PAGA allocation payments to PAGA Members, will be distributed from the Net
26 Settlement Amount and will be treated as non-wage payments for which an IRS Form 1099 will
27 be issued.
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1 19. “Notice of Objection” means a Class Member’s valid and timely written objection
2 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the
3 objector’s full name, signature, address, and telephone number; (b) a written statement of all
4 grounds for the objection; (c) copies of any papers, briefs, or other documents upon which the
5 objection is based; and (d) a statement whether the objector intends to appear at the Final
6 Approval Hearing.

7 20. “Notice of Settlement” means the Notice of Class Action Settlement, substantially
8 in the form of **Exhibit A** as initially prepared by Plaintiffs’ Counsel and approved by Delta Air
9 Lines’ Counsel.

10 21. “Participating Class Members” means all Class Members who do not submit valid
11 and timely Requests for Exclusion.

12 22. “Non-Participating Class Members” means all Class Members who submit valid
13 and timely Requests for Exclusion.

14 23. “PAGA Members” means all California-based flight attendants during the PAGA
15 Period, including those who participated in Delta’s Enhanced Retirement or Voluntary Opt-Out
16 Programs.

17 24. “PAGA Period” means the period from November 9, 2014 through March 31,
18 2024.

19 25. “Plaintiffs’ General Release of Claims and Rights” means Plaintiffs Todd
20 Eichmann and Albert Flores’ additional release of rights and claims upon the Effective Date in
21 consideration of Delta Air Lines’ promises and agreements set forth in this Settlement Agreement
22 as follows: Plaintiffs fully release the Releasees (as defined in Paragraph 29) from any and all
23 Released Claims and also generally release and discharge the Releasees from all claims, actions,
24 causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills,
25 specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges,
26 complaints and demands whatsoever, whether in law or equity, known or unknown, which
27 Plaintiffs or their heirs, executors, administrators, successors, and assigns, may now have or
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1 hereafter later determine that they have or had upon, or by reason of, any cause or thing
2 whatsoever relating to his employment or termination of employment against Releasees,
3 including, but not limited to, claims arising under the Americans With Disabilities Act, the
4 Railway Labor Act, the Fair Labor Standards Act (“FLSA”), the Equal Pay Act, the Employee
5 Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*, as amended, but not limited
6 to, breach of fiduciary duty and equitable claims to be brought under § 1132(a)(3), the Worker
7 Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of
8 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and 1991,
9 including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent
10 permitted by law), the California Fair Employment and Housing Act, the California Family
11 Rights Act, PAGA, California Business and Professions Code §§ 17200, *et seq.*, the California
12 Labor Code, the California Industrial Welfare Commission Order No. 9-2001, and/or any other
13 federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute,
14 regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of
15 retaliation under such laws, or any claim of breach of any contract (whether express, oral, written
16 or implied from any source), or any claim of intentional or negligent infliction of emotional
17 distress, tortious interference with contractual relations, wrongful or abusive or constructive
18 discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach
19 of duty of care, breach of fiduciary duty, or any action similar thereto against the Releasees,
20 including any claim for attorneys’ fees, expenses or costs based upon any conduct from the
21 beginning of the world up to and including March 31, 2024. This General Release specifically
22 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,
23 penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement)
24 relating to or in any way connected with the matters referred to herein, whether or not known or
25 suspected to exist, and whether or not specifically or particularly described herein. Specifically,
26 Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which
27 provides:
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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.

Plaintiffs do not waive any rights with respect to, or release the Releasees from, any claims for California Workers' Compensation benefits; any claim for unemployment compensation benefits; or any claim that cannot be released by private contract or for breach of the Settlement Agreement's terms. Plaintiffs' release of claims will be valid upon the Effective Date.

26. "Preliminary Approval" or "Preliminary Approval Order" means the Court order granting preliminary approval of the Settlement Agreement attached here in draft form as Exhibit C as initially prepared by Delta Air Lines' Counsel and approved by Plaintiffs' Counsel.

27. "Qualified Settlement Fund" or "QSF" means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

28. "Released Claims" means all claims, rights, demands, liabilities and causes of action that were litigated in the Action against Releasees, as well as claims that could have been pled in this Action based on the factual allegations contained in the operative Fourth Amended Complaint, any preceding complaints, and/or any further amended complaints, continuing through March 31, 2024, including, without limitation, all claims for alleged violation of the California Labor Code and IWC Wage Order No. 9 for failure to pay minimum wage, failure to provide accurate wage statements, failure to timely pay wages, and failure to pay earned wages at the end of employment stemming from unpaid minimum wages, as well as penalties under PAGA relating to such unpaid minimum wages, wage statements, and timely payment of wages. The release of claims against Delta Air Lines will only be valid and enforceable if the settlement Effective Date occurs.

29. "Releasees" mean Defendant Delta Air Lines, Inc. and each of its past or present direct and/or indirect, officers, directors, managers, employees, agents, representatives, attorneys,

1 insurers, partners, investors, shareholders, members, administrators, parent companies,
2 subsidiaries, affiliates, divisions, predecessors, successors, benefit plans, beneficiaries, trustees,
3 and/or assigns.

4 30. “Request for Exclusion” means a timely letter submitted by a Class Member
5 requesting to be excluded from the Settlement Class. The Request for Exclusion must: (a) be
6 signed by the Class Member if submitted by mail or fax, rather than email; (b) contain the name,
7 address, and the last four digits of the Social Security Number of the Class Member requesting
8 exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement;
9 (d) be returned by email, fax, or mail to the Settlement Administrator at the specified email
10 address, mailing address, and/or facsimile number; and (e) be emailed, faxed, or postmarked on
11 or before the Response Deadline. If a Request for Exclusion is received more than two (2)
12 business days after the Response Deadline, the date of the email, fax, or postmark on the return
13 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
14 been timely submitted. A Class Member who does not request exclusion from the Settlement will
15 be deemed a Participating Class Member and will be bound by all terms of the Settlement
16 Agreement if the Court grants Final Approval of the Settlement, meaning that the Class
17 Member’s Released Claims will be deemed released, barred, and extinguished by the Court’s
18 Final Approval Order and by the operation of law. A Non-Participating Class Member who
19 excludes him or herself from the Class will still receive a PAGA allocation, and be deemed to
20 release all claims for PAGA penalties included within the Released Claims.

21 31. “Response Deadline” means the deadline by which Class Members must mail,
22 email, or fax to the Settlement Administrator valid Requests for Exclusion or mail or file Notices
23 of Objection to the Settlement. The Response Deadline will be sixty (60) calendar days from the
24 Settlement Administrator’s initial mailing of the Notice of Settlement, unless the 60th day falls on
25 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
26 day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion
27 will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice of
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Settlement by the Settlement Administrator due to an incorrect mailing address, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Plaintiffs' Counsel and Delta Air Lines' Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

32. "Settlement Administrator" means Rust Consulting or any other third-party class action settlement administrator that the Settling Parties jointly select. The Settling Parties represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

33. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement; calculating estimated Individual Settlement Payments to Class Members and PAGA allocation payments to PAGA Members; tax reporting; distributing the Individual Settlement Payments, the LWDA Payment, PAGA allocation payments to PAGA Members, Enhancement Payments, and Attorneys' Fees and Costs; and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Settling Parties. The Settlement Administration Costs, which are expected to be \$35,000 or less, will be paid from the Gross Settlement Amount, including, if necessary and approved by the Court, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class and as proxy for the LWDA, on the one hand, and Delta Air Lines, on the other hand, in consideration of the mutual covenants, promises, and undertakings set forth herein, agree, subject to the Court's approval, as follows:

1 34. Fourth Amended Complaint. Before Plaintiffs file their Motion for Preliminary
 2 Approval, the Parties will stipulate for leave for Plaintiffs to file a Fourth Amended Complaint
 3 that conforms with this Stipulation. If the Settlement is not approved, then the Fourth Amended
 4 Complaint shall be deemed struck, the operative complaint shall be the Third Amended
 5 Complaint, and the posture of the case shall revert, without prejudice, to the state of the case at
 6 the time settlement in principle was reached.

7 35. Stipulation to Class Certification for Settlement Purposes. The Settling Parties
 8 agree that, for settlement purposes only, the Court shall certify the Settlement Class consistent
 9 with this Settlement Agreement. The Settling Parties agree that nothing in this Settlement
 10 Agreement, including the Settling Parties' agreement regarding certification for settlement
 11 purposes, is in any way an admission that class certification is proper and that evidence of this
 12 limited stipulation for settlement purposes only will not be deemed admissible in this or any other
 13 proceeding for any reason. If the Court does not approve the Settlement or it otherwise does not
 14 become effective, this stipulation to certification will be void and Delta Air Lines reserves the
 15 right to contest any issues relating to class certification, liability, and damages, including its
 16 ability to move for decertification and assert any appeal rights it may have. The Settling Parties
 17 further agree that this Settlement Agreement, and specifically the certification for purposes of
 18 settlement, is not a waiver of Delta Air Lines' claimed right to enforce class, collective, and
 19 representative action waivers in any other circumstance.

20 36. Gross Settlement Amount. Delta Air Lines agrees to pay no more than the Gross
 21 Settlement Amount, as provided for in this Settlement Agreement.

22 37. Funding of the Settlement. Within thirty (30) calendar days of the Effective Date,
 23 Delta Air Lines will deposit the Gross Settlement Amount into a Qualified Settlement Fund
 24 established by the Settlement Administrator for the purpose of administering the Settlement.

25 38. Attorneys' Fees and Costs. Within fourteen (14) calendar days after Delta Air
 26 Lines deposits the Gross Settlement Amount into the Qualified Settlement Fund, the Settlement
 27 Administrator shall pay the Court-approved Attorneys' Fees and Costs to Plaintiffs' Counsel. In
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the event that the Court reduces or does not approve the requested award to Plaintiffs' Counsel for attorneys' fees and costs, Plaintiffs' Counsel shall not have the right to terminate or revoke this Settlement Agreement, and it will remain binding. Plaintiffs will have the right to appeal an award of attorneys' fees and expenses that is less than the requested amount, but in no event shall the Gross Settlement Amount be modified to exceed Fifteen Million Nine Hundred Thousand Dollars (\$15,900,000). Any amount not awarded in attorneys' fees or expenses will be paid to the Participating Class Members on a pro rata basis.

39. Enhancement Payment. In recognition of their effort and work in prosecuting the Action on behalf of Class Members, and in exchange for a General Release of all claims, Delta Air Lines agrees not to oppose or impede any application or motion for Enhancement Payment of Twenty Thousand Dollars (\$20,000.00) each to both of the Plaintiffs/Class Representatives, provided that such application or motion is consistent with this Settlement Agreement and Plaintiffs have not breached and are in compliance with this Settlement Agreement. The Enhancement Payment will be paid from the Gross Settlement Amount in conjunction with the settlement payments to Participating Class Members. The Enhancement Payment will be characterized as a non-wage payment and reported on a Form 1099. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this section, and shall be responsible for any penalties and interest attributable or assigned to Plaintiffs as a result of this payment. If the Court awards less than \$5,000 to either Plaintiff, the difference will be paid to the Participating Class Members on a pro rata basis.

40. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments and PAGA allocation payments to PAGA Members, the issuance of IRS Forms 1099, distributing the Notice of Settlement, calculating and distributing the Net Settlement Amount, Individual Settlement Payments, and PAGA allocation payments to PAGA Members, administering the

1 Qualified Settlement Fund, and providing necessary reports and declarations.

2 41. Labor and Workforce Development Agency Payment. Subject to Court approval,
3 the Settling Parties agree that One Million One Hundred Sixty-Four Thousand Seven Hundred
4 Eighty-Seven Dollars and Fifty Cents (\$1,164,787.50) from the Gross Settlement Amount will be
5 designated for satisfaction of Plaintiffs' and PAGA Members' PAGA claims for civil penalties.
6 Pursuant to PAGA, Seventy-Five Percent (75%), or Eight Hundred Seventy-Three Thousand Five
7 Hundred Eighty-Five Dollars and Zero Cents, (\$873,585.00), of the PAGA Settlement Amount
8 will be paid to the LWDA; and Twenty-Five Percent (25%), or Two Hundred Ninety-One
9 Thousand Two Hundred Two Dollars and Fifty Cents (\$291,202.50), of the PAGA Settlement
10 Amount will be included in the Net Settlement Amount. In connection with Settlement approval,
11 Plaintiffs' Counsel shall timely notify the LWDA of the existence of the Settlement. Plaintiffs'
12 Counsel will provide a copy of this Stipulation for Settlement to the LWDA pursuant to the
13 requirements specified in Labor Code §§ 2698-2699.5. If the LWDA objects to the amount of its
14 payment and the Court sustains the objection, or if the Court denies approval of the Settlement
15 Agreement based on the sufficiency of the PAGA Settlement Amount or LWDA Payment, the
16 Settling Parties will attempt in good faith to renegotiate the terms of the settlement. In no event
17 will any revised allocation by the Court result in an increase in the Gross Settlement Amount.

18 42. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
19 Individual Settlement Payments to Participating Class Members from the Settlement Class and
20 PAGA allocation payments to PAGA Members in accordance with the terms of this Settlement.
21 No portion of the Net Settlement Amount will revert to or be retained by Delta Air Lines.

22 43. Individual Settlement Payment Calculations. All of the Net Settlement Amount
23 will be allocated on a prorated basis to Participating Class Members and PAGA Members. The
24 allocation formula is based on Plaintiffs' Counsel's damages analysis, with weighting of certain
25 claims, penalties, and damages based on litigation risk. The formula is as follows:

26 **PAGA:** \$1,164,787.50 will be allocated to PAGA claims, with \$873,585.00 to be paid to
27 the LWDA and \$291,202.50 to be allocated to PAGA Members on a pro rata basis by pay
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periods in which they were active as Flight Attendants based in California during the PAGA Period (i.e., between November 9, 2014 and March 31, 2024), with a 75% reduced weighting for pay periods after October 2022. Non-Participating Class Members who exclude themselves will still receive a PAGA allocation.

Labor Code Claims: \$10,570,212.50 will be allocated to Participating Class Members on a pro rata basis by pay periods active and based in California during the Class Period (i.e., between January 9, 2014 and March 31, 2024), with a 75% reduced weighting for pay periods after October 2022. There shall be a Four Thousand Dollar (\$4,000) maximum allocation to Participating Class Members. If the payments to any Participating Class Members exceed \$4,000 based on this pro rata allocation, the excess shall be allocated to PAGA claims and distributed as described immediately above.

44. The Settlement Administrator shall issue Settlement Payments to Participating Class Members and PAGA Members in the form of a check within fourteen (14) calendar days after Delta Air Lines deposits the Gross Settlement Amount.

45. Administration Process. The Settling Parties mutually will agree on a Settlement Administrator and jointly will manage the Settlement Administrator's work. The Settling Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settling Parties agree that communications to and from the Settlement Administrator will include both Plaintiffs' Counsel and Delta Air Lines' Counsel, except for communications containing sensitive information such as Delta Air Lines' tax rate and related information, and the Class Members and PAGA Members' contact information and Social Security Numbers (which the Settlement Administrator will redact), and except for inquiries from Class Members and PAGA Members on which it would be inappropriate to include Delta Air Lines.

46. Delivery of the Class/PAGA List. Within twenty-one (21) calendar days of the Court issuing the Preliminary Approval Order, Delta Air Lines shall provide the Class/PAGA List to the Settlement Administrator. The Class/PAGA List shall only be used by the Settlement

1 Administrator for the purpose of confirming settlement payment calculations, notifying the Class
2 Members of the Settlement, and for mailing the Settlement Payments. By the same date,
3 Plaintiffs' Counsel shall provide the Settlement Administrator with the allocation for settlement
4 distribution to Class Members and PAGA Members. Contact information, including addresses for
5 the Class Members and PAGA Members, shall not be disclosed to Plaintiffs' Counsel, Plaintiffs,
6 any Class Members and PAGA Members or their counsel, or to any other third party. However,
7 because Delta Air Lines has previously provided Class Member data to Plaintiffs' Counsel, the
8 data provided to the Settlement Administrator shall include unique identifiers that will allow the
9 Settlement Administrator to match the data to Plaintiffs' Counsel's allocations and updated
10 contact information, if any. In instances where Plaintiffs' Counsel needs contact or Class Member
11 and PAGA Member employment history information to respond to Class Member and PAGA
12 Member inquiries, the Settlement Administrator may provide such information to Plaintiffs'
13 Counsel with Delta's approval, which shall not be unreasonably withheld. However, Plaintiffs'
14 Counsel shall not use any of this information to initiate discussions with Class Member and
15 PAGA Members on any topic other than the Settlement in this Action.

16 47. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving
17 the Class/PAGA List from Delta Air Lines, the Settlement Administrator will mail the Notice of
18 Settlement to all Class Members via regular First-Class U.S. Mail, using the most recently known
19 mailing addresses identified in the Class/PAGA List. The Settlement Administrator will maintain
20 a website that will make the Settlement Agreement and Notice of Settlement available to Class
21 Members. The Settlement Administrator will also establish a phone number for Class Member
22 and PAGA Member inquiries and an email address and fax number at which the Settlement
23 Administrator will receive communications regarding the settlement.

24 48. Confirmation of Contact Information in the Class/PAGA List. Prior to mailing the
25 Notice of Settlements, the Settlement Administrator will perform a search based on the National
26 Change of Address Database for information to update and correct for any known or identifiable
27 address changes. Any Notices of Settlement returned to the Settlement Administrator as non-
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1 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
2 Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the
3 date of such re-mailing on the Notice of Settlement. If no forwarding address is provided, the
4 Settlement Administrator will promptly attempt to determine the correct address using a skip-
5 trace, or other search using the name, address and/or Social Security Number of the Class
6 Member or PAGA Member involved, and will then perform a single re-mailing. Unless the
7 Settlement Administrator receives a Notice of Settlement returned from the United States Postal
8 Service as non-deliverable, the Class Notice shall be deemed mailed and received by the Class
9 Member or PAGA Member to whom it was sent five (5) business days after mailing.

10 49. Notice of Settlement. All Class Members and PAGA Members will be mailed a
11 Notice of Settlement. Each Notice of Settlement will provide: (a) information regarding the
12 nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class
13 and PAGA Member definitions; (d) each Class Member's and PAGA Member's estimated
14 Individual Settlement Payment and the general formula for calculating Individual Settlement
15 Payments; (e) the dates which comprise the applicable class period for the Settlement Class; (f)
16 instructions on how to submit Requests for Exclusion, Notices of Objection and disputes
17 regarding the settlement; (g) contact information for Plaintiffs' Counsel and the Settlement
18 Administrator; (h) the deadlines by which the Class Member must postmark, email, or fax
19 Requests for Exclusions or postmark, email, or fax Notices of Objection to the Settlement; (i) the
20 claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing. The
21 Notice of Settlement will also be posted on the settlement website, the URL for which shall be
22 included in the Notice of Settlement.

23 50. Disputed Claims. All disputes received, postmarked, emailed, or faxed on or
24 before the Response Deadline will be resolved by the time of the Final Approval Hearing. Delta
25 Air Lines' records are presumed to be correct unless a Participating Class Member proves
26 otherwise with documentary evidence. The Settlement Administrator will evaluate the evidence
27 submitted by the Class Member or PAGA Member in consultation with Plaintiffs' Counsel and
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1 Delta Air Lines' Counsel. In the event the parties are unable to resolve the dispute, the Plaintiffs'
2 Counsel will summarize the dispute in the Motion for Final Approval for the Court to resolve.

3 51. Request for Exclusion Procedures. Any Class Member wishing to opt out from the
4 Settlement Agreement must postmark, email, or fax a written Request for Exclusion to the
5 Settlement Administrator on or before the Response Deadline. Requests for Exclusion submitted
6 by mail or fax rather than email must be signed. Plaintiffs may not opt out from the Settlement
7 Agreement. If a request for Exclusion is received more than two (2) business days after the
8 Response Deadline, the postmark date on the return mailing envelope, email message date, or fax
9 receipt confirmation will be the exclusive means to determine whether a Request for Exclusion
10 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
11 Administrator, who will certify jointly to Plaintiffs' Counsel and Delta Air Lines' Counsel the
12 Requests for Exclusion that were timely submitted. All Class Members who do not submit a
13 valid and timely Request for Exclusion will be deemed Participating Class Members and will be
14 entitled to receive an Individual Settlement Payment.

15 52. Defective Submissions. If a Class Member's Request for Exclusion is defective as
16 to the requirements listed herein, that Class Member will be given an opportunity to cure the
17 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
18 business days of receiving the defective submission to advise the Class Member that their
19 submission is defective, the reason(s) why it is defective, and that the defect(s) must be cured to
20 render the Request for Exclusion valid. The Class Member will have until the later of: (a) the
21 Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever
22 date is later, to postmark, email, or fax a corrected Request for Exclusion. If the corrected
23 Request for Exclusion is not postmarked or received by email or fax within that period, it will be
24 deemed untimely. The Settlement Administrator shall identify any potentially defective
25 submissions to Delta Air Lines' Counsel and Plaintiffs' Counsel, who will meet and confer to
26 determine whether the submission should be allowed.

27 53. Confidentiality and Publicity. Plaintiffs and Plaintiffs' Counsel agree that, prior to
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Preliminary Approval, they will keep the terms of the Settlement Agreement confidential, except for purposes of communicating with Plaintiffs only. Neither Plaintiffs nor Plaintiffs' Counsel, directly or indirectly, shall issue a press release or hold a press conference regarding the Settlement, publish information about the Settlement on any website, or otherwise publicize the Settlement with the exception that Plaintiffs' Counsel may post the Class Notice on its website. Nothing in this paragraph shall prevent Plaintiffs' Counsel from responding to inquiries from Class Members and PAGA Members about the case and the Settlement.

54. Revocation or Termination of Settlement Agreement. Only Delta Air Lines has the right to withdraw from, revoke, or terminate the Settlement Agreement, and Delta Air Lines shall only have the right and option to do so if, prior to the Final Approval hearing, the following occurs: (a) 5% (five percent) or more of all Class Members submit valid and timely Requests for Exclusion; (b) the Settlement is construed in such a fashion that Delta Air Lines is required to pay more than the Gross Settlement Amount, as described herein; (c) the Court does not certify the Settlement Class(es) or does not certify a class releasing the claims set forth herein (after all appeals are exhausted), or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement; or (d) Plaintiffs or Plaintiffs' Counsel materially breach any term herein, or in the event of a material breach, have failed to cure the breach following a reasonable opportunity to do so.

55. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be a Participating Class Member and will be bound by all of the terms of the Settlement Agreement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement. Class Members may not opt out of the Settlement Agreement with respect to claims for PAGA penalties included among the Released Claims, and Non-Participating Class Members who opt out shall still be deemed to release all claims for such PAGA penalties.

56. Objection Procedures. To object to the Settlement Agreement, a Class Member

1 must mail a valid Notice of Objection to the Court on or before the Response Deadline. The
 2 Class Member must sign the Notice of Objection, and the Notice of Objection must contain all
 3 information this Settlement Agreement requires. Class Members will have a right to appear at the
 4 Final Approval Hearing in order to have the Court hear their objections. At no time will any of
 5 the Settling Parties or their counsel seek to solicit or otherwise encourage Class Members to
 6 submit written objections to the Settlement Agreement or appeal from the Final Approval Order.
 7 Plaintiffs will neither submit a Request for Exclusion nor Notice of Objection to the Settlement.

8 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
 9 Settlement Administrator will provide Delta Air Lines' Counsel and Plaintiffs' Counsel a weekly
 10 report which certifies the number of Class Members who have submitted valid Requests for
 11 Exclusion and whether any Class Member has submitted a challenge to any information contained
 12 in their Notice of Settlement. Additionally, the Settlement Administrator will provide to counsel
 13 for both Settling Parties any updated reports regarding the administration of the Settlement
 14 Agreement as needed or requested.

15 58. Uncashed Settlement Checks. Any checks the Settlement Administrator issues to
 16 Participating Class Members and PAGA Members will be negotiable for one hundred twenty
 17 (120) calendar days, after which they will become void. In such event, the Settlement Class
 18 Member shall remain bound by the settlement. The Settlement Administrator shall advise the
 19 Parties of the number and total amount of uncashed checks beginning 45 days after check
 20 issuance, and shall send a reminder seventy-five (75) calendar days after check issuance to all
 21 class members who have not negotiated their checks. There shall be a second distribution if the
 22 funds represented by unnegotiated checks would be sufficient to allow payment of an average of
 23 Fifty Dollars (\$50) to each Class Member who negotiated a check, net of the costs of a second
 24 distribution. The second distribution shall be pro rata, based on the original allocation. Otherwise,
 25 or after the second distribution, those funds represented by unnegotiated checks shall be used to
 26 fund a *cy pres* payment to Legal Aid at Work.

27 59. Certification of Completion. Upon completion of administration of the Settlement,
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1 the Settlement Administrator will provide a written declaration under oath to certify such
2 completion to the Court and counsel for all Settling Parties.

3 60. Tax Treatment of Individual Settlement Payments. All Individual Settlement
4 Payments will be allocated in accordance with the terms of Paragraph 44. All settlement
5 payments to Participating Class Members and PAGA allocation payments to PAGA Members
6 will be distributed from the Net Settlement Amount and will be treated as non-wage payments for
7 which an IRS Form 1099 will be issued by the Settlement Administrator. In the event any portion
8 of the Individual Settlement Payments is ultimately construed by the IRS or any other taxing
9 authority to be taxable income from which taxes should have been withheld, each of the Settling
10 Parties shall pay any and all taxes, interest, and penalties determined to be due and owed by them.

11 61. Administration of Taxes by the Settlement Administrator. The Settlement
12 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA
13 Members, and Plaintiffs' Counsel any Forms 1099 or other tax forms as may be required by law
14 for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be
15 responsible for forwarding any payroll taxes and penalties to the appropriate government
16 authorities.

17 62. Tax Liability. Delta Air Lines and Plaintiffs' Counsel make no representation as
18 to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and
19 Plaintiffs, Participating Class Members, and PAGA Members are not relying on any statement,
20 representation, or calculation by Delta Air Lines, Plaintiffs' Counsel, or the Settlement
21 Administrator in this regard. Plaintiffs, Participating Class Members, and PAGA Members
22 understand and agree that they will be solely responsible for the payment of any taxes and
23 penalties assessed on the payments described herein.

24 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
25 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" IS EACH PARTY TO
26 THIS AGREEMENT, AND AN "OTHER PARTY" IS ANY PARTY OTHER THAN THE
27 ACKNOWLEDGING PARTY) ACKNOWLEDGES AND AGREES THAT (1) NO
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PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE SETTLING PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY TO ANY OTHER PARTY OR ANY ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

64. No Prior Assignments. The Settling Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

65. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement and all the terms and agreements contained

therein, and any documents generated to bring it into effect, will be null and void, and all amounts deposited into the Qualified Settlement Fund will be returned to Delta Air Lines with the exception of the Settlement Administrator's costs incurred. Any order or judgment the Court enters in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

66. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order that: (a) conditionally certifies the Settlement Class for settlement purposes only, (b) appoints Plaintiffs' Counsel as Class Counsel; (c) appoints Plaintiffs as the Class Representatives; (d) approves the parties' proposed notice plan; (e) preliminarily approves the Settlement Agreement; and (f) sets a date for a Final Approval Hearing. In conjunction with the Preliminary Approval Hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Settlement in the form of the proposed Notice of Class Action Settlement document, attached as Exhibit A. Plaintiffs' Counsel will prepare an initial draft of the motion for preliminary approval of the class action settlement. In accordance with Labor Code section 2699.3, Plaintiffs' Counsel will provide a copy of the settlement agreement to the LWDA simultaneously with the motion's filing with the Court.

67. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to submit Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether to grant final approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) PAGA allocation payments to PAGA Members; (c) the LWDA Payment; (d) the Attorneys' Fees and Costs; (e) the Enhancement Payment; (f) the Contingency Fund; and (g) all Settlement Administration Costs. Plaintiffs' Counsel will be responsible for drafting all documents necessary to obtain final approval, and Delta Air Lines agrees to review, comment on, and include any information Plaintiffs' Counsel requests within five (5) business days of receiving the draft motion for final approval. Plaintiffs' Counsel also

1 will be responsible for drafting the attorneys' fees and costs and Enhancement Payment
2 applications to be heard at the Final Approval Hearing.

3 68. Consent Decree. At the same time as the Plaintiffs move the Court for Final
4 Approval, Delta Air Lines will move the Court to enter a proposed consent decree that approves
5 the form of the wage statements provided to Class Members since October 8, 2022 and confirms
6 that the wage statements address the deficiencies the Court identified in its July 8, 2022 Order
7 (Dkt. No. 113) and complies with California Labor Code Section 226. Plaintiffs and Plaintiffs'
8 Counsel will not oppose Delta Air Lines' motion to approve this consent decree.

9 69. Judgment and Continued Jurisdiction. Upon the Court's final approval of the
10 Settlement or after the Final Approval Hearing, the Settling Parties will present the Judgment to
11 the Court for its approval. Plaintiffs' and the Settlement Class's claims will be dismissed with
12 prejudice. After entry of the Judgment, the Court will have continuing jurisdiction until all
13 payments and obligations provided for in the Settlement have been fully completed solely for
14 purposes of addressing: (a) the interpretation and enforcement of the Settlement's terms, (b)
15 Settlement administration matters, and (c) such post-Judgment matters as may be appropriate
16 under court rules or as set forth in this Settlement Agreement.

17 70. Stay on Appeal. In the event of a timely appeal from the Judgment and dismissal
18 (except for an appeal as to attorneys' fees or costs), the Judgment shall be stayed, and none of the
19 Gross Settlement Amount shall be distributed to Participating Class Members, PAGA Members,
20 Plaintiffs, or Plaintiffs' counsel, and the actions required by this Settlement Agreement shall not
21 take place until all appeal rights have been exhausted by operation of law. If Plaintiffs' Counsel
22 appeals from a denial of attorneys' fees or costs, the Settlement Administrator shall hold the
23 entirety of the requested attorneys' fees and costs in the QSF but shall distribute the remainder of
24 the Net Settlement Amount. If the reduction of attorneys' fees or costs is upheld on appeal, the
25 unapproved portion of attorneys' fees or costs shall be distributed to the classes on a pro rata
26 basis. Plaintiffs' Counsel shall bear responsibility for any increased settlement administration
27 costs resulting from an appeal as discussed in this paragraph.
28

1 71. Release by Plaintiffs and Participating Class Members. Upon the Effective Date,
2 the Plaintiffs' General Release of Claims and Rights shall take effect, and the Participating Class
3 Members will release and forever discharge the Releasees of the Released Claims.

4 72. Release by PAGA Members. Upon the Effective Date, PAGA Members will be
5 deemed to release and forever discharge the Releasees from all claims for PAGA penalties that
6 were alleged, or reasonably could have been alleged, based on the factual allegations contained in
7 the operative Fourth Amended Complaint, any preceding complaints, and/or any further amended
8 complaints, continuing through March 31, 2024.

9 73. Exhibits Incorporated by Reference. The terms of this Settlement include the
10 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
11 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

12 74. Entire Agreement. This Settlement Agreement and any attached Exhibits
13 constitute the entirety of the Settling Parties' settlement terms. No other prior or
14 contemporaneous written or oral agreements may be deemed binding on the Settling Parties.
15 Except as otherwise provided herein, each party shall bear its own costs and attorneys' fees.

16 75. Amendment or Modification. This Settlement Agreement may be amended or
17 modified only by a written instrument, to be signed either by authorized representatives of all
18 Settling Parties or their respective successors-in-interest.

19 76. Authorization to Enter into Settlement Agreement. Counsel for all Settling Parties
20 warrant and represent they are expressly authorized by the Settling Parties whom they represent
21 to negotiate this Settlement Agreement and to take all appropriate action required or permitted to
22 be taken by such Settling Parties pursuant to this Settlement Agreement to effectuate its terms and
23 to execute any other documents required to effectuate the terms of this Settlement Agreement.

24 77. Use of Best Efforts. The Settling Parties and their counsel will cooperate with
25 each other and use their best efforts to effect and implement all terms and conditions of the
26 Settlement and to exercise their best efforts to accomplish the foregoing terms and conditions of
27 the Settlement.
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1 78. Binding on Successors and Assigns. This Settlement Agreement will be binding
2 upon, and inure to the benefit of, the successors or assigns of the Settling Parties, as previously
3 defined.

4 79. Governing Law. All substantive terms of this Settlement Agreement and its
5 Exhibits will be governed by and interpreted according to the laws of the State of California. All
6 procedural terms of this Settlement Agreement, including the procedures by which the Parties
7 will seek the Court's approval of the Settlement, will be governed by the Federal Rules of Civil
8 Procedure and applicable federal case law.

9 80. Execution and Counterparts. The Settlement Agreement may be executed in one
10 or more counterparts. All executed counterparts and each of them, including DocuSign or other
11 electronic or scanned copies of the signature page, will be deemed to be one and the same
12 instrument provided that counsel for the Settling Parties will exchange among themselves original
13 signed counterparts upon request.

14 81. Acknowledgement that the Settlement Is Fair and Reasonable. The Settling
15 Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
16 Action and have arrived at this Settlement after extensive arm's-length negotiations and in the
17 context of adversarial litigation, taking into account all relevant factors, present and potential.
18 The Settling Parties further acknowledge that they have had an opportunity to consult with their
19 counsel regarding the fairness and reasonableness of this Settlement.

20 82. No Admission of Liability. Delta Air Lines and all the Releasees deny any and all
21 claims asserted or that could have been asserted on behalf of the Settlement Class and deny all
22 wrongdoing whatsoever. This Settlement Agreement is not a concession or admission and will
23 not be used against Delta Air Lines or any of the Releasees as an admission or indication with
24 respect to any claim of any fault, concession, or omission by Delta Air Lines or any of the
25 Releasees. Regardless of whether the Settlement Agreement is finally approved, neither the
26 Settlement Agreement, nor any document, statement, proceeding, or conduct related to this
27 Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed as,
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1 offered or admitted in evidence as, received as, or deemed to be, evidence of a presumption,
2 concession, indication, or admission by Delta Air Lines, or any of the Releasees of any liability,
3 fault, wrongdoing, omission, concession, or damage. The Settling Parties agree that this is a
4 settlement of disputed claims and California Labor Code section 206.5 therefore is inapplicable.

5 83. Communications about Settlement. The Settling Parties and their counsel will
6 keep the settlement negotiations confidential and will not disclose any confidential information
7 regarding the negotiations to any third party (including the press) except as set forth herein, in
8 Section 50, or unless the Settling Parties otherwise agree in writing. For purposes of this section,
9 third parties shall not include other attorneys, if any, representing Plaintiffs in this matter. To the
10 extent any Class Members inquire regarding the status of the case, the Settling Parties and their
11 counsel may indicate that a tentative settlement has been reached subject to preliminary approval
12 by the Court (or that a settlement has been preliminarily approved, if applicable) but may not
13 disclose the terms prior to the filing of a motion for Preliminary Approval. Notwithstanding the
14 foregoing, Delta Air Lines shall have the right to disclose the terms of the Settlement for
15 accounting, tax, or public filing purposes. Plaintiffs and their counsel agree that at no time will
16 they, verbally or in writing, defame or entice others to defame Delta Air Lines.

17 84. CAFA Notice. Delta Air Lines shall provide all notices required by the Class
18 Action Fairness Act ("CAFA").

19 85. Data and Documents Produced by Delta Air Lines. Plaintiffs and Plaintiffs'
20 Counsel agree to keep confidential all data and documents produced by Delta Air Lines as
21 "confidential" during discovery or in connection with the mediation and/or settlement of this
22 matter. Unless otherwise ordered by a court or permitted in writing by Delta Air Lines, Plaintiffs
23 agree to not disclose the confidential information or documents, and Plaintiffs' Counsel agrees to
24 not disclose the confidential information or documents under any circumstances except with
25 advanced notice to Delta, if threatened with or named in a lawsuit alleging malpractice and/or if
26 their malpractice carrier requests to see the file, and if then the disclosure shall only be for
27 purposes of defending against such malpractice allegations or litigation. Notwithstanding any
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1 other provision in this paragraph, Plaintiffs' Counsel are allowed to use the information that they
2 received regarding the class in their motions for preliminary and final approval of the Settlement
3 or if it is needed to uphold the Settlement. Plaintiffs' Counsel also reserves the right to use any
4 information the Court requests in order to evaluate whether or not to grant approval of the
5 Settlement.

6 86. Full Payment of Attorneys' Fees and Costs. Plaintiffs and their counsel
7 understand and agree that any attorneys' fees and cost payments made under this Settlement will
8 be the full, final, and complete payment of all attorneys' fees and costs related to the Action,
9 including all attorneys' fees and costs arising from or relating to the representation of Plaintiffs,
10 the Class Members, or any other attorneys' fees and costs associated with the investigation,
11 discovery, prosecution, and/or appeal of the claims released under the Settlement Agreement.
12 Plaintiffs and their counsel will release any claim they may have against Delta Air Lines or
13 Releasees for attorneys' fees or costs arising from or relating to the representation of Plaintiffs,
14 the Class Members, or any other attorneys' fees and costs associated with the investigation,
15 discovery, prosecution, and/or appeal of the claims released by the Settlement Agreement and the
16 Action. Delta Air Lines' sole obligations to Plaintiffs' Counsel and the Settlement Administrator
17 are set forth in this Settlement Agreement. Plaintiffs' Counsel shall not seek to recover any fees
18 or costs awarded in excess of the terms in this Settlement.

19 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
21 extent possible consistent with applicable precedents so as to define all provisions of this
22 Settlement Agreement valid and enforceable.

23 88. Waiver of Certain Appeals. The Settling Parties agree to waive appeals and to
24 stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiffs
25 or Plaintiffs' Counsel may appeal any reduction in the Attorneys' Fees and Costs below the
26 amount they request from the Court consistent with the terms of this Settlement Agreement, but
27 any such appeal shall not affect the Court's Final Approval of the Settlement Agreement, and
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1 either party may appeal any court order that materially alters the Settlement Agreement's terms.

2 89. Captions. The captions and section numbers in this Settlement Agreement are
3 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
4 or intent of the provisions of this Settlement Agreement.

5 90. Waiver. No waiver of any condition or covenant contained in this Settlement
6 Agreement or failure to exercise a right or remedy by any of the Settling Parties will be
7 considered to imply or constitute a further waiver by such party of the same or any other
8 condition, covenant, right or remedy.

9 91. Mutual Preparation. The Settling Parties have had a full opportunity to negotiate
10 the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
11 will not be construed more strictly against one party than another merely by virtue of the fact that
12 it may have been prepared by counsel for one of the Settling Parties, it being recognized that,
13 because of the arms'-length negotiations between the Settling Parties, all Settling Parties have
14 contributed to the preparation of this Settlement Agreement.

15 92. Representation by Counsel. The Settling Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this Settlement
17 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
18 counsel, and reviewed in full. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent
19 that there are no liens on the Settlement Agreement or on any amounts to be paid to them under
20 the Settlement Agreement's terms.

21 93. All Terms Subject to Final Court Approval. All amounts and procedures described
22 in this Settlement Agreement will be subject to final Court approval.

23 94. Cooperation and Execution of Necessary Documents. All Settling Parties will
24 cooperate in good faith and sign all documents to the extent reasonably necessary to effectuate the
25 terms of this Settlement Agreement.

26 95. Binding Agreement. The Settling Parties warrant that they understand and have
27 full authority to enter into this Settlement, and further intend that this Settlement Agreement will
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1 be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
 2 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
 3 provisions that otherwise might apply under federal or state law.

4 96. Notice to Settling Parties. Whenever this Settlement Agreement requires or
 5 contemplates that one party, the Court, or the Settlement Administrator shall or may give notice
 6 to another, notice shall be provided by email facsimile and/or next-day (excluding Sundays and
 7 Court holidays) express delivery service as follows:

- 8 • If to Delta Air Lines, then to both of:

9 Andrew P. Frederick, State Bar No. 284832
 10 Morgan, Lewis & Bockius LLP
 11 1400 Page Mill Road
 12 Palo Alto, California 94304
 Telephone: +1.650.843.4000
 Facsimile: +1.650.843.4001
 andrew.frederick@morganlewis.com

13
 14 Brendan T. Killeen
 Morgan, Lewis & Bockius LLP
 15 101 Park Avenue
 New York, NY 10178
 16 Tel: 212-309-6000
 Fax: 212-309-6001
 E-mail: brendan.killeen@morganlewis.com

- 17
 18
 19 • If to Plaintiffs, then to both of:

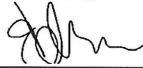
20 Matthew Helland
 Daniel Brome
 21 Nichols Kaster, LLP
 235 Montgomery Street, Suite 810
 22 San Francisco, CA 94104
 Tel: 415.277.7235
 23 Fax: 415.277.7238
 E-mail: helland@nka.com
 24 E-mail: dbrome@nka.com

SIGNATURES

READ CAREFULLY BEFORE SIGNING

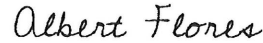
PLAINTIFFS

Dated: May 14, 2024



Plaintiff Todd Eichmann

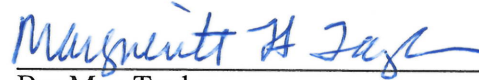
Dated: May 14, 2024



Plaintiff Albert Flores

DEFENDANT

Dated: May 15, 2024



By: Meg Taylor
Defendant Delta Air Lines

APPROVED AS TO FORM

Dated: May 14, 2024

NICHOLS KASTER, LLP

By 

Matthew C. Helland
Daniel S. Brome
Attorneys for Plaintiffs

Dated: May 14, 2024

MORGAN, LEWIS & BOCKIUS LLP

By 

Brendan T. Killeen
Andrew P. Frederick
Attorneys for Defendant

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Oman v. Delta Air Lines, Inc.

Case No. 3:15-cv-00131-WHO

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Please read this Notice carefully. It informs you about your legal rights.

A court approved this notice. This is not an advertisement or solicitation.

To: All individuals who worked for Delta Air Lines as flight attendants based in California ("California-based flight attendants") at any time from January 9, 2014 through March 31, 2024 who did not participate in Delta's Enhanced Retirement or Voluntary Opt-Out Programs.

1. What Is This Notice And Why Did I Get It?

This Notice was sent to inform you that the United States District Court for the Northern District of California has preliminarily approved the terms of a class action and PAGA settlement in a lawsuit filed against Delta Air Lines, Inc. ("Delta Air Lines") by flight attendants Todd Eichmann and Albert Flores.

This notice will (1) advise you of the Settlement that has been preliminarily approved by the court; (2) advise you of how your rights maybe be affected by this lawsuit; and (3) instruct you on the procedure for participating, opting out of, or objecting to the Settlement.

You are receiving this Notice because you were identified as a current or former Delta Air Lines employee who worked as a flight attendant based at a California airport at some point between January 9, 2014 and March 31, 2024 and did not participate in Delta's Enhanced Retirement or Voluntary Opt-Out Programs. This means ***you are eligible to participate in the settlement of this lawsuit and receive payment under the Settlement.***

2. What Is The Lawsuit About?

Plaintiffs Todd Eichmann and Albert Flores, along with former plaintiffs Dev Anand Oman and Michael Lehr, filed a lawsuit against Delta Air Lines, Inc. in the United States District Court for the Northern District of California entitled *Oman v. Delta Air Lines, Inc.*, Case No. 3:15-cv-00131-WHO (the "Action"). Plaintiffs brought claims for violations of California's minimum wage, wage statement, pay timing, and final pay laws, as well as claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), alleging that Delta Air Lines failed to pay them and other flight attendants as required by California law, and that Delta Air Lines failed to provide wage statements with the information required by California law. On September 22, 2023, the Court appointed Plaintiffs as the representatives of the Class ("Class Representatives").

Delta Air Lines denied all of, and asserted multiple defenses to, Plaintiffs' claims, including its good faith belief based on then-prevailing law that the California Labor Code did not apply to its California-based flight attendants and that its practices nonetheless complied with California law.

Over the eight years in which the parties litigated the Lawsuit, the Court ruled in Plaintiffs' favor on several issues and in Delta Air Lines' favor on several other issues, including that Delta Air Lines' flight attendant pay practices did not violate California's minimum wage law. In July 2022, the Court determined that the wage statements Plaintiffs received up to that point did not include all of the information required by California law. The Court held that Delta Air Lines knowingly and intentionally violated California's wage statement law starting in January 2022, but that Delta had a good faith belief that California's wage statement law did not apply to its flight attendants prior to that point in time. The Court also held that Delta Air Lines, by virtue of its semi-monthly pay practice, violated California's timing of pay law prior to September 1, 2018 by not paying its flight attendants all wages due within 10 days of the end of the pay period. Delta Air Lines and Plaintiffs could each challenge some of the Court's rulings on appeal. However, in order to avoid the time, expense and uncertainty of additional litigation, the Plaintiffs and Delta Air Lines (the "Parties") have agreed to a Settlement of the Action.

The Settlement will resolve all Class Members' Released Claims (described in Section 9, below) for time periods going back as far as January 9, 2014 and continuing through March 31, 2024. A preliminary approval hearing was set for [DATE] in the United States District Court for the Northern District of California. On [DATE], the Court preliminarily approved the class action settlement reached by the Parties and directed that you and the other Class Members receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at X:XX AM, in Courtroom 2 of the United States District Court for the Northern District of California, the Hon. William H. Orrick presiding, located at 450 Golden Gate Avenue, San Francisco, California 94102.

3. Am I a Class Member?

You are a Class Member if you meet the definition of the following Settlement Class:

All individuals who worked for Delta Air Lines as flight attendants based in California ("California-based flight attendants") at any time from January 9, 2014 through March 31, 2024 who did not participate in Delta's Enhanced Retirement or Voluntary Opt-Out Programs.

4. How Does This Class Action Settlement Work?

In this lawsuit, Plaintiffs sued on behalf of other California-based flight attendants who worked within various class periods. For purposes of this Settlement, Plaintiffs and these other California-based flight attendants are deemed to comprise a "Settlement Class" and are "Class Members." The settlement of this lawsuit resolves the minimum wage, wage statement, pay timing and final pay claims that were asserted in the case, and corresponding PAGA claims, of all Class Members, except for those who exclude themselves from the Settlement Class. Class Members who do not exclude themselves will be eligible to receive an Individual Settlement Payment under the Settlement based on the formulas described below. Class Members who were active and based in California at any time between November 9, 2014 and March 31, 2024 and exclude themselves will still receive a payment related to the settlement of Plaintiffs' PAGA claims but will release their ability to pursue the PAGA claims, as described below.

Labor Code Claims: \$10,570,212.50 will be allocated to Class Members on a pro rata basis by pay periods active and based in California between January 9, 2014 and March 31, 2024, with a reduced weighting for pay periods after October 7, 2022, which is when Delta updated the form of its wage statement. There shall be a \$4,000 maximum allocation to Class Members. If the payments to any Class Members exceed \$4,000 based on this pro rata allocation, the excess shall be allocated to PAGA claims and distributed below.

PAGA: \$1,164,787.50 will be allocated to PAGA claims, with \$873,585.00 to be paid to the California Labor and Workforce Development Agency ("LWDA") as required by California law and \$291,202.50 to be allocated to Class Members who worked for Delta Air Lines and were active and based in California between November 9, 2014 and March 31, 2024, with a reduced weighting for pay periods after October 7, 2022, which is when Delta updated the form of its wage statement. The allocation to Class Members shall be pro rata based on months active and based at California Airports between November 9, 2014 and March 31, 2024.

Persons who choose to exclude themselves from the Settlement Class will not receive payment for the Labor Code claims as part of the Class but they will receive a payment related to the settlement of Plaintiffs' PAGA claims. They will also not be bound by the release of Released Claims under this Settlement, except that they will be bound by the release with respect to the PAGA claims, for which they do not have the right to exclude themselves.

The Court file has the Stipulation of Class and PAGA Representative Action Settlement and Release ("Settlement Agreement") and other papers in this case, which are available for your review during the Court's normal hours of operation. You may go there in person to review the documents at the Office of the Clerk, United States District Court for the Northern District of

California, 1301 Clay Street, Oakland, California 94612. Please confirm the office is open before coming to the Court. You may also view the documents online at the website listed in Section 16 of this notice.

The Court must review the terms of the Settlement and make a final determination as to whether it is fair, adequate and reasonable.

A hearing will be held ("Final Approval Hearing"), at which time the Court will decide these issues. See Section 15 below for more information.

5. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below. If you choose to take an action other than staying in the class, you must act by **[DATE 60 CALENDAR DAYS AFTER NOTICE]**.

STAY IN THE CLASS: If you do not request to be excluded from the Settlement Class, you will remain a member of the Settlement Class, and if the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment based on the formulas described above. In exchange, you give up the right to bring your own lawsuit against Delta Air Lines for the Released Claims, which are defined in Section 9, below. To ensure you receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. If the Court grants final approval of the settlement, the Settlement Administrator will mail your payment to the address on file. **You will have 120 calendar days to cash or otherwise negotiate your check.**

ASK TO BE EXCLUDED: Except as otherwise noted, if you ask to be excluded or "opt out" of the Settlement Class by **[date 60 calendar days after notice]**, and if the Court grants final approval of the Settlement, you will not receive any payment under the Settlement (except for your share of the Settlement attributable to the PAGA claim), but you will retain any rights you might have to bring your own lawsuit against Delta Air Lines for the non-PAGA Released Claims resolved through this Settlement. You will be bound by the release with respect to the PAGA claims, for which you do not have the right to exclude yourself.

OBJECT:

You may object to the proposed Settlement. Only Class Members who do not request to be excluded from the settlement may object to the Settlement. You will have until **[date 60 calendar days after notice]** to object. If your objection is overruled by the Court, you will still receive an Individual Settlement Payment, and you will be bound by the terms of this Settlement. **While you can ask the Court to deny approval by filing an objection, you CANNOT ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.**

6. What Are The Terms Of The Settlement?

Under the proposed Settlement, Delta Air Lines will pay Fifteen Million Nine Hundred Thousand Dollars (\$15,900,000) to fully and finally resolve all claims in the Action. The \$15,900,000 payment is referenced as the "Gross Settlement Amount." Of that amount, the sum of \$1,164,787.50 will be allocated to the settlement of the PAGA claims (the "PAGA Civil Penalty Payment"). Three quarters of the PAGA Civil Penalty Payment (\$873,585.00) shall be paid to the State of California (the "LWDA Payment"), while one quarter of the PAGA Civil Penalty Payment (\$291,202.50) shall be available for distribution to eligible Class Members, including those who opt out of the Settlement.

The amount to be distributed to Class Members is called the "Net Settlement Amount." The Net Settlement Amount is determined by taking the Gross Settlement Amount and deducting the following court-approved amounts: (a) the LWDA Payment; (b) the Class Counsel's Attorneys' Fees and Costs; (c) payments to Plaintiffs in recognition of their efforts in serving as representatives of the Settlement Class and participating in this lawsuit ("Enhancement Payments"); (d) the Contingency Fund meant to address late or disputed claims; and (e) Administration Costs. **The LWDA Payment, Attorneys' Fees and Costs, Class Representative Enhancement Payments, and Settlement Administration Costs are all subject to Court approval.**

7. How Much Will My Individual Settlement Payment Be?

The formulas for calculating Individual Settlement Payments are described above.

According to Delta Air Lines' records, you worked for Delta as a California-based flight attendant for [#] pay periods between January 9, 2014 and March 31, 2024. Based on the above criteria, your estimated total Individual Settlement Payment is \$XXX. Please note that this is just an estimate, and your final Individual Settlement Payment may be somewhat different, for example if other Class Members opt out of the Settlement.

If the settlement is approved, even if you submit a valid and timely request for exclusion, you will also receive an individual share of the PAGA Civil Penalty Payment, estimated to be \$XXX.

You are solely responsible for the tax consequences arising from your receipt of an Individual Settlement Payment or an individual share of the PAGA Civil Penalty Payment. No opinion regarding the tax consequences of this settlement to any individual Class Member is being given, or will be given, by Delta Air Lines, counsel for Delta Air Lines, any Released Party, or Class Counsel. Class Members should consult their own tax advisors regarding the tax consequences of this settlement, including but not limited to any payments provided or tax reporting obligations.

If you believe that the number of pay periods credited to you, as stated above, is not correct, please see Section 8, below.

8. What If I Believe My Pay Periods Are Inaccurate?

If you believe your number of pay periods is inaccurate, you may dispute it by emailing [settlement administrator email] by [date], and the Settlement Administrator shall consult with the Parties to determine whether an adjustment is warranted.

9. How Does This Settlement Affect My Rights?

If you do not exclude yourself from the Settlement and the Settlement is approved by the Court, you will release the claims resolved by the Settlement. This means you will not be able to sue, continue to sue, or be part of any other lawsuit against the Releasees that involves the same legal claims as those resolved through this Settlement. Specifically, you will be giving up or “releasing” the “Released Claims” described below:

All claims, rights, demands, liabilities and causes of action that were litigated in the Action against Releasees, as well as claims that could have been pled in this Action based on the factual allegations contained in the Complaint and all amendments thereto continuing through March 31, 2024, including, without limitation, all claims for alleged violation of the California Labor Code and IWC Wage Order No. 9 for failure to pay minimum wage as alleged in the operative Second Amended Complaint, failure to provide accurate wage statements, failure to timely pay wages, and failure to pay earned wages at the end of employment stemming from the unpaid wages alleged in the Complaint and all amendments thereto, as well as penalties under PAGA relating to such unpaid wages, wage statements and timely payment of wages. The release of claims against Delta Air Lines will only be valid and enforceable if the settlement Effective Date occurs.

The “Releasees,” or entities and people against whom you are giving up claims, are described below:

Defendant Delta Air Lines, Inc. and each of its past or present direct and/or indirect, officers, directors, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, members, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, benefit plans, beneficiaries, trustees, and/or assigns.

If you exclude yourself from the Settlement and the Settlement is approved by the Court, you will only be deemed to release your claims for PAGA penalties, for which you will receive a share of the PAGA penalties allocated to all Class Members who worked for Delta Air Lines and were active and based in California at any time between November 9, 2014 and March 31, 2024. However, you will not release any of the other Released Claims or receive any other settlement payments.

10. How Do I Request That The Court Exclude Me From This Settlement?

If you want the Court to exclude you from the Settlement, you must email, fax, or mail to the Settlement Administrator a written request for exclusion no later than [60 calendar days after mailing]. To be valid, your written request for exclusion must include your name and address, a clear statement expressing that you do not wish to be included in the Settlement, and your signature.

If you send a timely Request for Exclusion to the Settlement Administrator which complies with the above requirements, then: (a) you will not be a member of the Settlement Class; (b) you will not receive an Individual Settlement Payment, and (c) if the Court approves the Settlement, the only payment you receive will be your individual share of the PAGA Civil Penalty Payment. By excluding yourself from the Settlement, you will retain whatever rights or claims you may have against Delta Air Lines and Releasees (with the exception of the release as to Plaintiffs' PAGA claim, which shall remain binding), and you will be free to pursue them, at your own cost, if you choose to do so.

11. How Do I Object To The Settlement?

If you are a Class Member who does not exclude yourself from the Settlement Class, you may object to the Settlement or any aspect of the Settlement. You can ask the Court to deny approval of the settlement by filing a valid Notice of Objection. **You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.**

Any objection to the proposed Settlement must be in writing and signed. If you file a timely written Notice of Objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own

attorney, you are responsible for hiring and paying that attorney. Your written Notice of Objection and any supporting papers must (a) clearly identify the case name and number (*Oman v. Delta Air Lines, Inc.*, Case No. 3:15-cv-00131-WHO); (b) be submitted to the Court either by mailing the Notice of Objection and any supporting papers to the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California 94102, or by filing the documents in person at any location of the United States District Court for the Northern District of California; (c) state the grounds for objection and whether you intend to appear at the Final Approval Hearing; and (d) be filed or postmarked no later than **[date 60 calendar days after notice]**.

Objecting to the Settlement will not remove you from the Settlement Class. A Class Member who submits an objection remains bound by the Settlement if it is approved by the Court. To exclude yourself or opt out from the Settlement Class, you must submit a written request for exclusion by following the instructions above. If you exclude yourself or opt out of the Settlement, you may not object to the Settlement.

12. How Do I Make Sure I Receive My Individual Settlement Payment?

If the Settlement is approved and you have not excluded yourself from the Settlement Class, you will receive your Individual Settlement Payment via a check mailed to you at the address on file with the Settlement Administrator.

You may contact the Settlement Administrator via email **[email address]** or through the Settlement Administrator's website **[website with link]**. If emailing, be sure to provide the name of this case (*Oman v. Delta Air Lines, Inc.*, Case No. 3:15-cv-00131-WHO), your full name, and the specifics of your request. The Settlement Administrator will require additional information from you in order to verify your identity.

Any request for changes to the payment method must be made no later than **[date 60 calendar days after notice]**.

Your settlement check will be valid for 120 calendar days from issuance. You must deposit, cash, or otherwise negotiate your check within 120 calendar days OR IT WILL BECOME VOID, YOU WILL LOSE THE RIGHT TO RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT, AND YOU WILL REMAIN BOUND BY THE SETTLEMENT.

13. Who Are the Attorneys Representing the Class?

If you have any questions about this Notice, you can contact:

[settlement administrator contact information]

The lawyers for the Plaintiffs and Settlement Class are:

NICHOLS KASTER, LLP
Matthew Helland
Daniel Brome
235 Montgomery Street, Suite 810
San Francisco, CA 94104
forms@nka.com
Telephone: 877-448-0492
Fax: 415-277-7238

The Court has appointed the law firm of Nichols Kaster, LLP to represent the Settlement Class. This law firm is referred to as "Class Counsel." You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

14. How Will Class Counsel Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Class Counsel will ask for up to 25% of the Gross Settlement Amount (or \$3,975,000) as attorneys' fees and for reimbursement of actual litigation costs and expenses in the amount of up to Sixty-Five Thousand Dollars (\$65,000). The actual amounts awarded shall be determined by the Court.

Class Counsel will also request that the Court approve Enhancement Payments to Plaintiffs of up to Twenty Thousand Dollars (\$20,000) each to be paid from the Gross Settlement Amount for their service on behalf of the Settlement Class. Class Counsel will petition the Court for an award of attorneys' fees by motion to be filed with the Court and will be available prior to the objection deadline at the website listed in Section 16, below.

15. Notice of hearing on Final Approval and Objections to Class Action Settlement

You are hereby notified that a Final Approval Hearing will be held on [date] at [time], in the United States District Court for the Northern District of California, the Hon. William H. Orrick presiding, located at 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may change the date and time of the Final Approval Hearing without further notice to the Class Members. Class Members are advised to check the

settlement website or the Court's Public Access to Court Electronic Records (PACER) site to confirm that the date has not been changed.

If final approval is granted by the Court, the Court will enter judgment pursuant to the Settlement, and all Class Members who have not requested exclusion from the Settlement Class will be deemed to have waived and released the Released Claims against the Releases, as defined in Section 9, above.

16. How Do I Get More Information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [website], contact the Settlement Administrator, or access the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please confirm the Court is open before visiting.

If you have any additional questions about the Settlement, you may contact the Settlement Administrator:

[SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]

PLEASE DO NOT TELEPHONE OR EMAIL THE COURT OR CLERK'S OFFICE FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT C

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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 DEV ANAND OMAN, TODD
12 EICHMANN, MICHAEL LEHR, and
13 ALBERT FLORES, individually, on
behalf of others similarly situated, and on
behalf of the general public,

14 Plaintiff,

15 vs.

16 DELTA AIR LINES, INC.,

17 Defendant.

CASE NO.: 3:15-cv-00131-WHO

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PRIVATE ATTORNEYS GENERAL
ACT (PAGA) REPRESENTATIVE ACTION
SETTLEMENT**

Date:

Time:

Courtroom:

1 Plaintiffs Todd Eichmann's and Albert Flores's ("Plaintiffs") Motion for Preliminary
2 Approval of Class and Private Attorneys General Act ("PAGA") Representative Action
3 Settlement in the above-captioned action came on for hearing regularly at ____ a.m. on ____, in
4 the courtroom of the Honorable District Judge William H. Orrick, Courtroom 2, 17th Floor of the
5 United States District Court for the Northern District of California, 450 Golden Gate Ave., San
6 Francisco, California 94102. Delta Air Lines, Inc. ("Delta Air Lines" or "Defendant") does not
7 oppose the motion.

8 Plaintiffs bring a class and representative wage and hour action under California state
9 laws on behalf of themselves and other California-based flight attendants Delta Air Lines
10 employed. Plaintiff Dev Anand Oman filed his initial Class Action Complaint in this action on
11 January 9, 2015, which asserted California Labor Code claims. Dkt. No. 1. On May 22, 2015,
12 Plaintiffs filed a First Amended Class Action Complaint, which added Plaintiffs Todd Eichmann
13 and Michal Lehr. Dkt. No. 23. On February 10, 2016, Plaintiffs filed a Second Amended
14 Complaint, which added a claim for civil penalties under the California Labor Code Private
15 Attorneys General Act ("PAGA") and added Albert Flores as a Plaintiff. Dkt. No. 52. On
16 October 2, 2023, Plaintiffs filed a Third Amended Complaint, which asserted claims on behalf of
17 a proposed class of "All persons who were employed by Delta Air Lines, Inc. as flight attendants
18 based at a California airport starting at any time one year prior to this action's filing date through
19 October 7, 2022 who did not participate in Delta's Enhanced Retirement or Voluntary Opt-Out
20 Programs." Dkt. No. 129. On [INSERT DATE], Plaintiffs filed a Fourth Amended Complaint,
21 which modified the end date for the proposed class to March 31, 2024. Dkt. No. XX. Through
22 the various Complaints, Plaintiffs alleged five claims: (1) failure to pay minimum wage in
23 violation of California law (Cal. Lab. Code §§ 1182.12, 1194, and 1194.2, and IWC Wage
24 Order(s)); (2) Waiting Time Penalties (Cal. Lab. Code §§ 201-203); (3) Wage Statement
25 Penalties (Cal. Lab. Code § 226); (4) Civil Penalties (Cal. Lab. Code §§ 2698, et seq.); and (5)
26 Violation of California Business and Professions Code §§ 17200, et seq. ("California UCL").

27 The Parties conducted discovery and engaged in extensive motion practice. On
28 December 29, 2015 the Court granted partial summary judgment to Delta Air Lines, holding that

1 its flight attendant pay practices did not violate California’s minimum wage requirements. Dkt.
 2 No. 45. On January 6, 2017, the Court granted summary judgment to Delta Air Lines on
 3 Plaintiffs’ remaining claims (Dkt. No. 68) and entered judgment in favor of Delta Air Lines (Dkt.
 4 No. 69), after which Plaintiffs appealed (Dkt No. 70).

5 On May 9, 2018, the United States Court of Appeals for the Ninth Circuit issued an order
 6 certifying three questions to the California Supreme Court. Dkt. No.79. The California Supreme
 7 Court accepted review and issued an order answering the certified questions on June 29, 2020.
 8 *See Oman v. Delta Air Lines, Inc.*, 9 Cal. 5th 762 (2020). On February 2, 2021, the Ninth Circuit
 9 issued an order in which it 1) affirmed this Court’s entry of summary judgment in Delta’s favor
 10 on the minimum-wage claims asserted by all plaintiffs; 2) reversed and remanded this Court’s
 11 entry of summary judgment in Delta’s favor on the timing-of-pay and wage-statement claims
 12 asserted by Plaintiffs Eichmann, Flores, and Lehr; 3) and affirmed the district court’s entry of
 13 summary judgment in Delta’s favor on the timing-of-pay and wage-statement claims asserted by
 14 Plaintiff Oman. Dkt. No. 81. The Ninth Circuit issued its mandate on April 21, 2021. Dkt. No.
 15 83. On January 10, 2022 the Supreme Court of the United States denied Delta Air Lines’ petition
 16 for a writ of certiorari. Dkt. No. 98.

17 The parties then returned to this Court to brief cross motions for summary judgment on
 18 Plaintiffs’ wage statement and PAGA claims. On July 8, 2022, this Court issued an order which:

- 19 1) Granted summary judgment to Plaintiffs on their PAGA claims arising out of
 20 violations of Labor Code Section 226(a)(2) and (9) on the grounds that Delta’s flight
 21 attendant wage statements did not include “the total hours worked” and the “number
 22 of hours worked at each hourly rate”;
- 23 2) Granted summary judgment to Plaintiffs on their PAGA claims arising out of
 24 violations of Labor Code Section 204 (pertaining to pay timing) up until September 1,
 25 2018 and granted summary judgment to Delta on those claims for the time period
 26 after September 1, 2018;
- 27 3) Granted summary judgment to Delta on Plaintiffs’ Section 226 wage statement claims
 28 for the time period prior to January 10, 2022 based on Delta’s good faith defense; and

1 4) Granted summary judgment to Plaintiffs on their claim for statutory damages under
2 Section 226(e) for the time period after January 10, 2022.

3 Dkt No. 113. On April 25, 2023, the Parties participated in private mediation that was
4 unsuccessful.

5 Following the completion of discovery related to Plaintiffs' Motion for Class
6 Certification, Plaintiffs filed that motion on August 4, 2023. After briefing was complete, the
7 Court vacated the hearing and certified the following class:

8 All persons who were employed by Delta Air Lines, Inc. as flight attendants based at a
9 California airport at any time from January 10, 2022 through October 7, 2022 who did
10 not participate in Delta's Enhanced Retirement or Voluntary Opt-Out Programs.

11 Dkt. No. 128. The Court appointed Plaintiffs' Counsel as Class Counsel and Plaintiffs as the
12 Class Representatives. *Id.* The Court also approved Plaintiffs' proposed notice (as modified in
13 their reply brief) and ordered that Delta produce the class list to Plaintiffs for purposes of
14 distributing notice. *Id.*

15 The Court's order granting class certification also denied Delta's motion for Leave to File
16 an Amended Answer and a Further Motion for Partial Summary Judgment, which Delta filed on
17 August 11, 2023. *See* Dkt. No. 128. To remove any doubt as to whether Plaintiffs were
18 challenging the form of wage statement Delta issued starting in October 2022, the Court ordered
19 that Plaintiffs file an amended complaint. *See id.* Plaintiffs filed their Third Amended
20 Complaint on October 2, 2023. Dkt. No. 129.

21 On October 17, 2023, the Court held a Case Management Conference at which it set the
22 deadline for the Parties to complete discovery related to the issue of PAGA penalties and
23 scheduled trial to begin on June 3, 2024. Dkt. No. 132. The Court also referred the case to a
24 Magistrate Judge (to be selected at random) for a Settlement Conference to be completed by
25 April 1, 2024. *Id.* On March 13, 2024, the Parties participated in a Settlement Conference with
26 Magistrate Judge Cisneros with further Settlement Conferences held on March 20 and March 21,
27 2024. Dkt. Nos. 141, 143-144. On March 22, 2024, the parties agreed to a settlement in
28 principle. Dkt. No. 144.

1 On [INSERT], Plaintiffs filed their Fourth Amended Complaint. Dkt No. ____.

2 The Court's decision to approve or reject a settlement "is committed to the sound
3 discretion of the trial judge because he is exposed to the litigants, and their strategies, positions,
4 and proof." *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000), *as amended*
5 (June 19, 2000) (citation omitted). At the preliminary approval stage, the Court's role is to
6 assess whether the settlement "falls within the range of possible approval." *Terry v. Hoovestol,*
7 *Inc.*, No. 16-cv-05183-JST, 2018 WL 4283420, at *1 (N.D. Cal. Sept. 7, 2018). Having
8 reviewed the papers and documents presented, and having heard the statements of counsel, and
9 having considered the matter, the Court FINDS, CONCLUDES, and HEREBY ORDERS as
10 follows:

11 1. The Court hereby GRANTS preliminary approval of the terms and conditions
12 contained in the Stipulation of Class and PAGA Action Settlement and Release (the
13 "Settlement"), attached hereto as **Exhibit 1**. The Court preliminarily finds that the terms of the
14 Settlement appear to be within the range of possible approval, pursuant to Federal Rule of Civil
15 Procedure 23 and applicable law.

16 2. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
17 reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
19 significant discovery, investigation, research, and litigation have been conducted such that
20 counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3)
21 settlement at this time will avoid substantial costs, delay, and risks that would be presented by
22 the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the
23 result of intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the
24 Court preliminarily finds that the Settlement was entered into in good faith.

25 3. The Court hereby GRANTS conditional certification of the Settlement Class, in
26 accordance with the terms of the Settlement, for the purposes of settlement only. The Class is
27 defined as "All individuals who worked for Delta Air Lines as flight attendants based in
28 California ("California-based flight attendants") at any time from January 9, 2014 through March

1 31, 2024 who did not participate in Delta's Enhanced Retirement or Voluntary Opt-Out
2 Programs."

3 4. The Court hereby authorizes the retention of Rust Consulting as Settlement
4 Administrator for the purpose of the Settlement, with reasonable administration costs estimated
5 not to exceed \$35,000.

6 5. The Court hereby APPROVES the Notice of Class Action and PAGA Settlement,
7 attached to the Settlement as **Exhibit A**. The Court finds that the Notice of Settlement, along
8 with the related notification procedure the Settlement contemplates, constitutes the best notice
9 practicable under the circumstances and is in full compliance with the applicable laws and the
10 requirements of due process. The Court further finds that the Notice of Settlement appears to
11 fully and accurately inform the Class Members of the proposed Settlement, of their right to be
12 excluded from the Settlement, and of their right and opportunity to object to the Settlement.

13 6. The Court hereby authorizes dissemination of the Notice of Settlement to Class
14 Members. Subject to the Settlement's terms, the Notice of Class Action and PAGA Settlement
15 shall be mailed via first-class mail to the most recent known mailing address of each Class
16 Member within the timeframe specified in the Settlement. The parties are authorized to make
17 non-substantive changes to the proposed Notice of Settlement that are consistent with the terms
18 of the Settlement and this Order.

19 7. The Court hereby APPROVES the proposed procedure for exclusion from the
20 Settlement, which is to postmark, email, or fax a written statement requesting exclusion to the
21 Settlement Administrator by no later than sixty (60) calendar days following the date on which
22 the Settlement Administrator first mails the Notice of Settlement to Class Members. Any Class
23 Member who submits a written Request for Exclusion shall be deemed a Non-Participating Class
24 Member, shall not be a Member of the Settlement Classes, shall be barred from participating in
25 the Settlement, and shall receive no benefit from the Settlement, except that they will still receive
26 a PAGA allocation, and will release all claims for PAGA penalties included in the Released
27 Claims as defined in the Settlement.
28

1 8. The Court further PRELIMINARILY APPROVES Class Counsel's request for
2 attorneys' fees of twenty-five percent of the Gross Settlement Amount of \$15,900,000, or
3 \$3,975,000, plus their costs, not to exceed \$65,000.

4 9. The Court further PRELIMINARILY APPROVES a service payment or
5 Enhancement Award of \$20,000 to each of the two Class Representatives, in recognition of their
6 role in initiating the lawsuit and performing substantial work in support of the case, including
7 participating in discovery.

8 10. The Court further APPROVES the creation of a Contingency Fund of \$50,000
9 that may be used to pay late claims, disputed allocations, and the claims of any individuals who
10 are not on the class list and whom the Parties agree may be added to the Settlement Classes. Any
11 unused portion of the Contingency Fund shall be provided to the *cy pres* recipient.

12 11. The Court further APPROVES the selection of Legal Aid at Work as the *cy pres*
13 recipient of unclaimed funds remaining after distribution.

14 12. The Court ORDERS that Class Counsel shall file a motion for approval of the fee
15 and cost award and of the Enhancement Payment to the Class Representatives, with the
16 appropriate declarations and supporting evidence, at least thirty (30) calendar days prior to the
17 end of the notice period, to be heard at the same time as the motion for final approval of the
18 Settlement.

19 13. The Court ORDERS that Delta may file a proposed consent decree regarding the
20 form of wage statements provided to Class Members since October 8, 2022, with the appropriate
21 declarations and supporting evidence, at least thirty (30) calendar days prior to the end of the
22 notice period, to be heard at the same time as the motion for final approval of the Settlement.

23 14. The Court ORDERS that Class Counsel shall file a motion for final approval of
24 the Settlement, with the appropriate declarations and supporting evidence, including a
25 declaration setting forth the identity of any Class Members who request exclusion from the
26 Settlement, on the regular motion schedule in advance of the final approval hearing date
27 identified in this order.

28 15. The Court further ORDERS that each Class Member shall be given a full
opportunity to object to the proposed Settlement and request for attorneys' fees, and to

participate at a Final Approval Hearing, which the Court sets to commence on _____ at 9:00 a.m. in Courtroom 2 of the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California. Any Class Member seeking to object to the proposed Settlement may file such objection in writing with the Court by no later than sixty (60) days following the date on which the Settlement Administrator first mails the Notice of Settlement to Class Members. The written objection requirement may be excused upon a showing of good cause.

16. Accordingly, GOOD CAUSE APPEARING, the Court hereby APPROVES the proposed Notice of Settlement and adopts the following dates and deadlines:

Date of preliminary approval of the Settlement	
Deadline for Delta Air Lines to provide to the settlement administrator a database containing Class Members' contact information	Within 21 calendar days after the Court's preliminary approval of the Settlement
Deadline for the settlement administrator to mail the Notice of Settlement to Class Members	Within 7 calendar days after the settlement administrator receives the Class Member database
Deadline for Class Counsel to file attorneys' fees motion and motion for Enhancement Payment	At least 30 calendar days before the close of the notice period
Deadline for Delta to file proposed consent decree	At least 30 calendar days before the close of the notice period
Deadline for Class Members to postmark, email, or fax requests to be excluded from the Settlement or to file objections to the Settlement	60 calendar days after Notice of Settlement is mailed
Final Approval Hearing	_____ (No earlier than 45 calendar days after the opt-out/objection deadline.)
Effective Date	(i) if no Class Member files an objection to the Settlement, then the date the Court enters an order granting Final Approval; (ii) if a Class Member files a timely objection to the Settlement that is not withdrawn, then the date immediately after the applicable date for seeking appellate review of the Court's Final Approval Order has expired, assuming no appeal or request for review is filed; or (iii) if a Class Member files an appeal or petition for review following disposition of an objection, the date of the final resolution

	of that appeal or request for review (including any requests for rehearing and/or petitions for writ of certiorari) resulting in the Final Approval of the Settlement.
Deadline for Delta Air Lines to pay the Gross Settlement Amount into the Qualified Settlement Fund	By 30 calendar days after the Effective Date
Deadline for the settlement administrator to make payments for attorneys' fees and costs, Enhancement Payments, Class Member settlement payments, and LWDA Payment	Within 14 calendar days after Delta Air Lines pays the Gross Settlement Amount into the Qualified Settlement Fund
Deadline for the settlement administrator to send a reminder letter to those Class Members and who have not yet negotiated their settlement payment checks	75 calendar days after issuance of settlement payment checks
Deadline to negotiate or cash payment checks	120 calendar days after issuance of checks
Deadline for the settlement administrator to either redistribute unnegotiated payment check funds to those Class Members who negotiated or cashed their settlement payment checks or to distribute such funds to <i>cy pres</i> recipient, Legal Aid at Work	As soon as practicable after deadline to negotiate or cash checks
Deadline for Plaintiffs to file a post-distribution accounting with the Court	Within ____ calendar days after the distribution of any remaining settlement funds to Class Members who negotiated or cashed their settlement payment checks or to the <i>cy pres</i> recipient

17. The Court further ORDERS that, pending further order of this Court, all proceedings in this Action, except those contemplated herein and in the Settlement, are stayed, and all deadlines are vacated.

18. If for any reason the Court does not execute and file a Final Approval Order and Judgment, the proposed Settlement subject to this Order and all evidence and proceedings had in connection with the Settlement shall be null and void.

19. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: _____

Hon. William H. Orrick
United States District Judge,
Northern District of California

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EXHIBIT D

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Attorneys for Plaintiffs and the putative class

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Todd Eichmann and Albert Flores,
individually, on behalf of others similarly
situated, and on behalf of the general public,

Plaintiffs,

v.

Delta Air Lines, Inc.,

Defendant.

Case No. 3:15-CV-00131-WHO

**FOURTH AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES**

**(1) Wage Statement Penalties (Cal.
Lab. Code § 226)**

**(2) Civil Penalties (Cal. Lab. Code §§
2698, *et seq.*)**

PRELIMINARY STATEMENT

1. This is a class action brought by Individual and Representative Plaintiffs Todd Eichmann (“Eichmann”) and Albert Flores (“Flores,” together with Eichmann, the “Plaintiffs”) on their own behalf and on behalf of the proposed class. Plaintiffs and the putative Class Members are or were employed as flight attendants by Defendant Delta Air Lines, Inc., (“Delta” or “Defendant”), or its predecessors-in-interest, and were denied proper wage statements and timely compensation as required by state wage and hour laws. Plaintiffs bring their claims on behalf of a class of Defendant’s flight attendants pursuant to Federal Rule of Civil Procedure 23. Plaintiffs also seek civil penalties pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”).

2. The Class is made up of all persons who were employed by Delta Air Lines, Inc. as flight attendants based at a California airport at any time from one year prior to this action’s filing date¹ through March 31, 2024 who did not participate in Delta’s Enhanced Retirement or Voluntary Opt-Out Programs. The time period starting one year prior to this action’s filing date and continuing through March 31, 2024 is referred to herein as the “Class Period.”

3. During the Class Period, Defendant failed to provide compliant wage statements to Plaintiffs and each member of the putative class as required by state law. Plaintiffs seek relief for the class under the California Labor Code to remedy Defendant’s failure to provide proper wage statements.

4. Defendant also failed to provide timely payment to Plaintiffs and other flight attendants during the time period starting at least one year prior to this action’s filing date and continuing until September 1, 2018. Plaintiffs seek penalties under PAGA for Defendant’s failure to timely pay California-based flight attendants as well as Defendant’s failure to provide compliant wage statements.

5. Plaintiffs also seek their attorneys’ fees and costs.

THE PARTIES

¹ The Court granted summary judgment to Delta on Plaintiffs’ Labor Code Section 226 claims prior to January 10, 2022. Plaintiffs include that time period in this complaint to preserve their rights on appeal.

1 6. Individual and representative Plaintiff Todd Eichmann is an individual residing in
2 Palm Springs, California (Riverside County). Plaintiff Eichmann is currently employed by
3 Defendant as a flight attendant and has been so employed for over 33 years. Since approximately
4 February 2014, Plaintiff Eichmann has been based out of Los Angeles International Airport.
5 Throughout his employment with Delta, and within the last three years, Plaintiff Eichmann
6 regularly worked on flights arriving into and departing from California airports.

7 7. Individual and representative Plaintiff Albert Flores is an individual residing in
8 Long Beach, California. Plaintiff Flores is currently employed by Defendant has a flight attendant
9 and has been so employed for approximately sixteen years. At all applicable times, Plaintiff Flores
10 has been based out of Los Angeles International Airport. Throughout his employment with Delta,
11 and within the last three years, Plaintiff Flores regularly worked on flights arriving into and
12 departing from California airports.

13 8. Upon information and belief, Defendant Delta Air Lines, Inc. is a Delaware
14 corporation headquartered in Atlanta, Georgia. Delta operates out of numerous airports throughout
15 the country, including San Francisco International Airport, Oakland International Airport, San Jose
16 International Airport, John Wayne International Airport, Ontario International Airport, Los
17 Angeles International Airport, Sacramento International Airport, and San Diego International
18 Airport. Defendant operates flights throughout the country.

19 **JURISDICTION AND VENUE**

20 9. This Court has jurisdiction over Plaintiffs' and the Class Members' causes of actions
21 alleged herein under section 28 U.S.C. § 1332(d), because this is a class action in which the amount
22 in controversy exceeds \$5,000,000 and the named Plaintiffs, and some class members, are citizens
23 of a different state than Defendant.

24 10. Venue is proper in this district under 28 U.S.C. § 1391 because a substantial portion
25 of the events which are the subject of this action were performed in the County of San Francisco,
26 in the State of California.

11. Pursuant to L.R. 3-2(c) and (d), this action is properly assigned to the San Francisco Division of the Northern District of California because a substantial portion of the events giving rise to the dispute occurred in San Francisco County, California.

FACTUAL ALLEGATIONS

12. During the applicable statutory periods, Plaintiffs and Class Members worked as flight attendants for Defendant. Defendant, through its policies, practices, and supervisors, directed the work activity of Plaintiffs and other flight attendants.

13. Defendant paid Plaintiffs and Class Members using multiple compensation structures. Under all of the pay schemes, Plaintiffs and Class Members were paid as hourly employees. Defendant established hourly pay rates for all flight attendants based on seniority.

14. Defendant's pay structures are set out in Defendant's "Work Rules," and Defendant admits that it applied these rules when paying its flight attendants, including Plaintiffs.² According to Defendant's "Work Rules," there are and/or have been four pay structures in place:

- a. "Flight Pay," which pays flight attendants for all hours between the time a flight pushes out from the departure gate and the time it pulls into the destination gate;
- b. "Duty Period Credit Pay," which pays flight attendants for half their hours worked;
- c. "Duty Period Average," which pays flight attendants for 4.75 hours of work for each "duty period" during a rotation; and
- d. "Trip Pay Credit," in which Delta credits the flight attendant with one hour of pay for every 3.5 hours they are away from their base.

15. Plaintiffs and Class Members were and are required to be present at the airport at least one hour prior to their flight's scheduled departure time. During this time, flight attendants are required to attend a pre-flight briefing meeting, prepare food carts and other items on the airplane, and board passengers onto the plane.

16. Similarly, once a flight lands, flight attendants were and are required to facilitate

² Delta's Flight Attendant Work Rules are attached hereto as Exhibit A.

1 deplaning, including checking aircraft doors and communicating with flight leaders. Deplaning at
2 California airports often takes more than 15 minutes.

3 17. Delta often schedules flight attendants to take multiple trips in the same “duty
4 period.” Delta does not allow flight attendants to leave the airport in between their scheduled
5 flights, except for at the end of their duty period. Delta instructs its flight attendants that they are
6 still on duty between scheduled flights in the same duty period, and that they may be called upon
7 to depart early on a different flight.

8 18. Defendant’s primary pay structure, the Flight Pay formula, entails crediting
9 Plaintiffs and Class Members for some of the hours worked onboard the aircraft. Under this
10 structure, Plaintiffs and Class Members are paid a set hourly rate from the time an aircraft “blocks
11 out,” or leaves the gate, until it “blocks in” at the destination. Under the Flight Pay formula, the
12 credited hours are substantially less than the hours actually worked.

13 19. Delta uses the Duty Period Credit Pay formula, instead of the Flight Pay formula,
14 when the expected duty period contains more than twice the number of flight hours. Under this
15 formula, flight attendants are “credited with 1 hour of flight pay for every 2 hours on duty.” (Ex.
16 A, 36.)

17 20. Additionally, the so-called “Duty Period” does not encompass all time worked.
18 Under the Duty Period formula, flight attendants who arrive earlier than their scheduled shift are
19 only paid from their scheduled start time, and are assumed to only work (and so are only paid) for
20 15 minutes after their plane arrives at the gate. Deplaning at California airports often takes more
21 than 15 minutes. In order to get paid for additional time, flight attendants are required to call
22 Defendant’s scheduling department.

23 21. Under the “Duty Period” formula, the credited hours are substantially less than the
24 hours actually worked.

25 22. Defendant rarely pays flight attendants under the Duty Period Average or Trip Pay
26 Credit formulas. Even so, the Duty Period Average formula fails to credit flight attendants for all
27 hours worked because it pays a flat 4.75 hour average regardless of the number of hours actually
28 worked.

23. Starting at least one year prior to the filing date of this action, and continuing through the Class Period, Defendant's wage statements did not accurately reflect all hours worked or the rates of pay Delta paid its flight attendants.

24. Starting at least one year prior to the filing date of this action, and continuing until September 1, 2018, Delta paid its flight attendants, including Plaintiffs, twice per month. On the 15th of the month, Delta paid flight attendants half of the minimum pay for the current month, plus half of the additional pay earned over the minimum in the *previous month*. On the last day of the month, Delta paid its flight attendants, including Plaintiffs, the other half of the minimum pay due for the current month, plus the remainder of the pay earned over the minimum in the *previous month*. In other words, flight attendants received pay for some of their hours worked in October on November 15, and some on November 30.

25. Defendant's unlawful conduct has been widespread, repeated, and consistent during the time periods at issue.

26. Defendant's conduct, as set forth in this Complaint, was knowing and intentional, and willful and in bad faith. Defendant operated under a scheme that has caused significant damages to Plaintiffs and Class Members.

CLASS ALLEGATIONS

27. Plaintiffs bring this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the following defined class:

California Class: All persons who were employed by Delta Air Lines, Inc. as flight attendants based at a California airport at any time starting one year prior to this action's filing date through March 31, 2024 who did not participate in Delta's Enhanced Retirement or Voluntary Opt-Out Programs.

28. Plaintiffs seek certification of this lawsuit as a class action, in order that their rights and the rights of the Class Members, relating Defendant's failure to provide accurate wage statements during the Class Period, penalties in conjunction with that failure, and attorneys' fees and any other damages due, be resolved fairly, efficiently, and consistently.

29. This action is brought pursuant to Fed. R. Civ. P. 23 because the class is so numerous that joinder of all members is impracticable. There are over one thousand flight attendants in the

1 proposed class. A class action is appropriate because there exists an ascertainable and sufficiently
2 numerous class there is a well-defined community of interest, and proceeding on a class-wide basis
3 will have substantial benefits and is superior to the alternatives.

4 30. *Numerosity.* The size of the class makes a class action both necessary and efficient.
5 The class consists of over one thousand current and former employees. Members of the class are
6 ascertainable through Defendant's records, and are so numerous that joinder is impracticable.

7 31. *Predominant Common Questions of Law and Fact.* The issues surrounding this
8 lawsuit present common questions of law and fact, and these common questions predominate over
9 the variations, if any, which may exist between members of the class. These common questions of
10 law and fact include, without limitation:

- 11 a. Whether Defendant failed to provide accurate itemized wage statements to Class
12 Members during the Class Period, as required by Labor Code § 226;
- 13 b. Whether Defendant's failure to provide accurate itemized wage statements during
14 the Class Period was knowing and intentional;
- 15 c. Whether Plaintiffs and Class Members suffered injury, as defined by the Labor
16 Code, as a result of Defendant's failure to provide accurate itemized wage
17 statements during the Class Period; and
- 18 d. The proper measure of damages sustained by, and penalties due to, the Plaintiffs and
19 Class Members.

20 32. *Typicality.* Plaintiffs' interests in the subject matter and remedy sought are typical
21 of those of the other putative class members. Plaintiffs, like other members of the class, were
22 employed during the Class Period, and received the same wage statements as other Class Members.
23 Plaintiffs and Class Members sustained injuries arising out of and caused by Defendant's common
24 course of conduct in violation of law as alleged herein.

25 33. *Adequacy.* Plaintiffs are able to fairly and adequately represent and protect the
26 interests of the class, because their individual interests are consistent with, and not antagonistic to,
27 the interests of the class, and because they have retained counsel who possess the requisite resources
28

1 and ability to prosecute this case as a class action. Plaintiffs' counsel is competent and experienced
2 in litigating large wage and hour class actions.

3 34. *Superiority*. Individual actions by each member of the class injured or affected
4 would result in a multiplicity of actions, and potentially inconsistent judgments, creating a hardship
5 to Plaintiffs, the Class Members, to the Court, and to Defendant. The damages suffered by the
6 individual Class Members are small compared to the expense and burden of vigorous individual
7 prosecution of this litigation against a corporate Defendant. Accordingly, a class action is the
8 superior method for the fair and efficient adjudication of this lawsuit and distribution of the
9 common fund to which the class is entitled.

10 35. Plaintiffs intend to send notice to all members of the class to the extent required by
11 the Federal Rules of Civil Procedure.

12 **FIRST CLAIM FOR RELIEF**

13 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

14 (Labor Code § 226)

15 (On Behalf of Plaintiffs and the Classes)

16 36. Plaintiffs and Class Members allege and incorporate by reference the allegations in
17 the preceding paragraphs.

18 37. Pursuant to Labor Code § 226, employers, including Defendant, must provide their
19 employees an accurate, written, itemized wage statement with each paycheck. The wage statement
20 must show, among other things, all applicable pay rates in effect during the pay period, the
21 corresponding number of hours worked at each hourly rate by the employee, and the total hours
22 worked.

23 38. By failing to itemize the number of hours Plaintiffs and other Class Members
24 worked and the different pay rates used, Defendant knowingly and intentionally failed to provide
25 Plaintiffs and Class Members with the required accurate, written, itemized wage statements during
26 the Class Period.

27 39. Pursuant to Labor Code § 226, Plaintiffs and Class Members have suffered injury
28 as a result of Defendant's failure to provide accurate, written, itemized wage statements.

40. Plaintiffs and Class Members are entitled to all actual and statutory damages and penalties available for these violations under Labor Code § 226(e). Plaintiffs are also entitled to their attorneys' fees and costs.

SECOND CLAIM FOR RELIEF

CIVIL PENALTIES PURSUANT TO CALIFORNIA'S PRIVATE ATTORNEYS

GENERAL ACT OF 2004

Cal. Labor Code § 2698

(On Behalf of Plaintiffs and others Similarly Situated)

41. Plaintiffs and others similarly allege and incorporate by reference the allegations in the preceding paragraphs.

42. During the period beginning one year prior to the filing of the initial complaint in this action, and in years prior to that, Defendant violated California Labor Code sections 204 (requiring timely payment of wages) and 226 (requiring accurate itemized wage statements) as alleged in more detail above.

43. California Labor Code section 2699 authorizes an aggrieved employee, on behalf of herself or other current or former employees, to bring a civil action to recover civil penalties against her current or former employer pursuant to the procedures specified in Section 2699.3.

44. Plaintiffs have complied with the procedures for bringing suit specified in Section 2699.3. By letter dated and postmarked November 9, 2015, Plaintiffs gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as set forth in the letter attached hereto as Exhibit B.

45. More than 33 days have passed since November 9, 2015, and the LWDA has not notified Plaintiffs that it intends to investigate Plaintiffs' allegations.

46. Pursuant to California Labor Code sections 2699(a) and (f), and 2699.5, Plaintiffs are entitled to recover civil penalties for Defendant's violations of California Labor Code sections 204 and 226 during the civil penalty period, as follows:

A. For violations of California Labor Code section 204, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. The penalty amounts are established by California Labor Code section 2699(f)(2).

B. For violations of California Labor Code section 226, two hundred and fifty dollars (\$250) for each aggrieved employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1,000) for each aggrieved employee for each pay period. The penalty amounts are established by California Labor Code section 226.3.

C. Alternatively, for violations of California Labor Code section 226, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. The penalty amounts are established by California Labor Code section 2699(f)(2).

47. Pursuant to California Labor Code section 2699(g)(1), Plaintiffs are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all members of the Class they represent, pray for relief as follows:

- A. Certification of this action as a class action;
- B. Designation of Plaintiffs as class representatives;
- C. Appointment of Nichols Kaster, LLP as class counsel;
- D. Appropriate statutory penalties;
- E. Designation of Plaintiffs as the PAGA representatives for other employees aggrieved by the by the conduct alleged here;
- F. Appropriate civil penalties;
- G. Attorneys' fees and costs of suit, including expert fees, pursuant to Cal.

Labor Code §§ 226(e)(1) and 2699(g)(1).

H. Pre-judgment and post-judgment interest, as provided by law; and

I. Such other equitable relief as the Court may deem just and proper.

Dated: May 13, 2024

NICHOLS KASTER, LLP

By: s/ Matthew C. Helland
Matthew C. Helland

Attorneys for Plaintiffs and Others Similarly Situated