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24 Attorneys for Defendant
25 SKYWEST AIRLINES, INC.

26 UNITED STATES DISTRICT COURT
27 CENTRAL DISTRICT OF CALIFORNIA

28 MICHAEL STOCKBRIDGE and
XAVIER CASTRO, individually, and
on behalf of other members of the
general public similarly situated, and as
aggrieved employees pursuant to the
Private Attorneys General Act
("PAGA"),

Plaintiffs,

v.

SKYWEST AIRLINES, INC., a Utah
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 2:22-cv-04935-DMG-JC

**JOINT STIPULATION OF
CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed:	April 25, 2022
FAC Filed:	July 13, 2022
SAC Filed:	April 3, 2023
Action Removed:	July 19, 2022

**JOINT STIPULATION OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

This Joint Stipulation of Class and Representative Action Settlement (“Joint Stipulation of Settlement” or “Settlement” or “Agreement”) is made and entered into by Plaintiffs Michael Stockbridge and Xavier Castro, individually, and on behalf of others similarly situated (collectively, “Plaintiffs” or “Class Representatives”), and Defendant SkyWest Airlines, Inc. (“Defendant”) (collectively, the “Parties”).

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. As used in this Agreement, the following terms have the following meanings:

2. “Action” means the civil action titled *Stockbridge, et al. v. SkyWest Airlines, Inc.*, now pending in the United States District Court for the Central District of California, Case No. 2:22-cv-04935-DMG-JC.

3. “Class” or “Class Members” consist of: all Flight Attendants who were “domiciled” at a California airport at any time from July 13, 2018. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator.

4. “Class Counsel” means The Bainer Law Firm.

5. “Class List” shall mean a list in Microsoft Excel format containing each Class Member’s (i) full name, (ii) last known address, (iii) Social Security Number, and (iv) the total number of Covered Workweeks for each Class Member during the Class Period.

6. “Class Notice” means the notice to the Class Members of this Settlement, consistent with the draft notice attached hereto as Exhibit “A.”

7. “Class Period” is July 13, 2018 through the date upon which the Court grants preliminary approval of this Settlement. “Complaint” refers to the Second

1 Amended Complaint filed on April 3, 2023.

2 8. "Covered Workweeks" means the number of weeks a Class Member
3 worked for Defendant while domiciled at a California airport during the Class
4 Period. A workweek in which the Class Member recorded any working time at all
5 shall count as a Covered Workweek.

6 9. "Defendant's Counsel" means Amanda Sommerfeld and Amanda
7 Molinari of Jones Day, 555 South Flower Street, Fiftieth Floor, Los Angeles,
8 California 90067, Telephone: (213) 489-3939 and Patricia T. Stambelos, Stambelos
9 Law Office, 543 Country Club Dr., Suite B209, Simi Valley, CA 93065,
10 Telephone: (805) 578-3474.

11 10. "Gross Settlement Amount" means Defendant's maximum total
12 payment under the Settlement, including all attorney's fees and costs, the Service
13 Payments to the named Plaintiffs, the costs of settlement administration, the PAGA
14 allocation, and any other payments provided by this Settlement.

15 11. "PAGA" means the Labor Code Private Attorneys General Act of
16 2004 (Cal. Lab. Code §§ 2698, et seq.).

17 12. "PAGA Allocation" means the portion of the Gross Settlement
18 Amount that the Parties have agreed to allocate to resolution of the Released PAGA
19 Claims. The PAGA allocation will be \$100,000. Pursuant to PAGA, Seventy Five
20 Percent (75%), or \$75,000, of the PAGA Allocation will be paid to the Labor and
21 Workforce Development Agency ("LWDA") ("PAGA Penalty Payment"), and
22 Twenty Five Percent (25%), or \$25,000, of the PAGA Allocation will be included
23 in the Net Settlement Amount for PAGA Employees ("PAGA Settlement
24 Payment").

25 13. "PAGA Employee" means all Class Members that work/ed as a Flight
26 Attendant and who is/was "domiciled" at a California airport at any time during the
27 PAGA Period.

28 14. "PAGA Pay Periods" means the number of pay periods each PAGA

1 Employee worked during the PAGA Period.

2 15. "PAGA Period" is January 24, 2021 through the date upon which the
3 Court grants preliminary approval of this Settlement.

4 16. "Released PAGA Claims" means all claims that have been pled or
5 could have been pled, based upon the factual allegations and issues set forth in the
6 Notices to the LWDA and alleged in the Complaint. Plaintiffs' Notices to the
7 LWDA are attached hereto as **Exhibit "B"**.

8 17. "Response Deadline" means the date thirty (30) days after the
9 Settlement Administrator initially mails the Class Notice to Class Members and the
10 last date on which Settlement Class Members may submit a request for exclusion or
11 written objection to the Settlement. In the case of a re-mailed Notice, the Response
12 Deadline will be 14 calendar days from re-mailing. The Response Deadline may be
13 extended only as expressly described herein or by Stipulation of the Parties.

14 18. "Settlement Payments" means the payments to Settlement Class
15 Members (the "Class Settlement Payments") and the payments to PAGA
16 Employees (the "PAGA Settlement Payment").

17 **STIPULATED BACKGROUND**

18 19. On April 25, 2022 Plaintiffs filed their initial complaint in Los
19 Angeles County Superior Court asserting the following causes of action: (1) Failure
20 to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]s, and (2)
21 Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]. In the complaint,
22 Plaintiffs sought to represent all individuals employed in flight crew positions,
23 including individuals employed as Pilots, Co-Pilots, Navigators and Flight
24 Attendants, or individuals holding similar job positions, who were "domiciled" at a
25 California airport, as these terms are defined by the Flight Attendant Policy
26 Manual, at any time during the applicable statutory recovery period.

27 20. On July 13, 2022, Plaintiffs filed a First Amended Complaint adding
28 three additional causes of action for: Failure to Provide Meal Periods [Cal. Lab.

1 Code §§ 226.7]; Failure to Provide Rest Periods [Cal. Lab. Code §§ 226.7, 512];
2 Failure to Timely Pay Wages [Cal. Lab. Code §§ 201-203]; and Unfair Business
3 Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. On July 19, 2022, Defendant
4 removed the Action to the Central District of California. On April 3, 2022,
5 Plaintiffs filed a Second Amended Complaint removing California-based Pilots,
6 Co-Pilots and Navigators from the case.

7 21. Solely for purposes of settling this case, the Parties and their respective
8 counsel stipulate and agree that the requisites for establishing class certification
9 with respect to the Class Members have been met and are met.

10 22. Should, for whatever reason, the Settlement not become effective, the
11 fact that the Parties were willing to stipulate to certification as part of the
12 Settlement shall have no bearing on, and shall not be admissible in connection with,
13 the issue of whether any claim should be certified in a non-Settlement context in
14 this Action, or in any other lawsuit. Defendant expressly reserves its right to oppose
15 claim or class certification in this or any other action, should this Settlement not
16 become effective.

17 23. Defendant denies any liability or wrongdoing of any kind whatsoever
18 associated with the claims alleged in the Complaint, and Defendant further denies
19 that, for any purpose other than settling this lawsuit, the Action is appropriate for
20 class or representative treatment. With respect to Plaintiffs' claims, Defendant
21 contends, among other things, that Plaintiffs and the Class Members have been
22 provided meal and rest periods to the extent required by law, have been paid timely
23 wages upon separation of employment, and have been provided with accurate
24 itemized wage statements. Defendant contends, among other things, that it has
25 complied at all times with applicable law.

26 24. It is the desire of the Parties to fully, finally, and forever settle,
27 compromise, and discharge all disputes and claims arising from or related to the
28 Complaint.

1 25. Class Counsel has conducted a thorough investigation into the facts of
2 this Action, and its predecessor action, *Tremaine Wilson, et al. v. SkyWest Airlines,*
3 *Inc.*, Case No. 3:19-cv-1491-VC (N.D. Cal.) (the “*Wilson*” Action), including an
4 extensive review of relevant documents, and has diligently pursued an investigation
5 of the claims of the Class against Defendant. Based on its own investigation and
6 evaluation, Class Counsel is of the opinion that the Settlement with Defendant for
7 the consideration and on the terms set forth in this Agreement is fair, reasonable,
8 and adequate and is in the best interest of the Class in light of all known facts and
9 circumstances, including the risk of significant delay, the risk the Class will not be
10 certified by the Court, legal defenses asserted by Defendant, and numerous
11 potential appellate issues.

12 26. The Parties agree to cooperate and take all steps necessary and
13 appropriate to obtain preliminary and final approval of this Settlement.

14 27. The Parties agree to stay all proceedings in the Action, except such
15 proceedings necessary to implement and complete the Settlement, pending the final
16 approval hearing to be conducted by the Court.

17 **PRELIMINARY TERMS OF SETTLEMENT**

18 28. NOW THEREFORE, in consideration of the mutual covenants,
19 promises and agreements set forth herein, the Parties agree, subject to the Court’s
20 approval, as follows:

21 a. It is agreed by and among Plaintiffs, the Settlement Class Members,
22 PAGA Employees, and Defendant that this case and any claims,
23 damages, or causes of action arising out of the disputes which are the
24 subject of this case, be settled and compromised as between
25 Plaintiffs, the Settlement Class Members, PAGA Employees, and
26 Defendant, subject to the terms and conditions set forth in this
27 Settlement and the approval of the Court.

28 b. Effective Date: The terms of settlement embodied in this Settlement

1 shall become effective when all of the following events have
2 occurred: (i) this Agreement has been executed by all Parties and
3 their respective counsel; (ii) the Court has given preliminary
4 approval to the Settlement; (iii) the Class Notice has been given to
5 the Class, providing them with an opportunity to dispute information
6 contained in the Class Notice, to opt out of the Settlement, or to
7 object to the Settlement; (iv) the Court has held a final approval
8 hearing and entered a final order and judgment certifying the Class
9 and approving this Settlement; and (v) the later of the following
10 events: (a) seven calendar days have passed since final approval is
11 granted if there are no objections to the settlement; (b) 35 days
12 following notice of entry of the Court's final order approving the
13 Settlement if there are any objections by any Class Member; (c) or, if
14 any appeal, writ or other appellate proceeding opposing this
15 Settlement has been filed within 35 days following notice of entry of
16 the Court's final order approving the Settlement, then 21 days after
17 any appeal, writ or other appellate proceeding has been resolved
18 finally and conclusively with no right to pursue further remedies or
19 relief. In this regard, it is the intention of the Parties that the
20 Settlement shall not become effective until the Court's order
21 approving the Settlement is completely final, and there is no further
22 recourse by an appellant or objector who seeks to contest the
23 Settlement.

24 c. Gross Settlement Amount: The maximum total payment that
25 Defendant shall be obligated to make under the Settlement is
26 \$3,999,999.00.

27 d. Non-reversionary Settlement: No portion of the Gross Settlement
28 Amount will revert to Defendant.

- 1 e. No Claims Required: Class Members and PAGA Employees will not
2 be required to submit a claim to receive Settlement payments.
- 3 f. Net Settlement Amount: The Net Settlement Amount shall be
4 calculated by deducting from the Gross Settlement Amount
5 (\$3,999,999) the following sums, subject to approval by the Court:
6 (1) attorney's fees (not to exceed one-third of the Gross Settlement
7 Amount, or \$1,333,333); (2) reasonable litigation costs (currently
8 estimated not to exceed \$20,000); (3) the Service Payment (not to
9 exceed \$10,000 to each of the named Plaintiffs); (4) the PAGA
10 Allocation; and (5) costs of settlement administration (estimated not
11 to exceed \$18,750). Settlement Payments to the Class Members will
12 be calculated by the Settlement Administrator and paid out of the Net
13 Settlement Amount as set forth below.
- 14 g. Payroll Taxes and Required Withholdings: To the extent that any
15 portions of the Settlement Class Members' Settlement Payments
16 constitute wages the Settlement Administrator will calculate and
17 submit payroll taxes.
- 18 h. Class Settlement Payments (Excludes PAGA Payments): Class
19 Settlement Payments will be paid out of the Net Settlement Amount.
20 Each Settlement Class Member will be paid a pro-rata share of the
21 Net Settlement Amount as calculated by the Settlement
22 Administrator. The pro-rata share will be determined by comparing
23 the individual Settlement Class Member's Covered Workweeks
24 employed during the Class Period in California to the total Covered
25 Workweeks of all the Settlement Class Members during the Class
26 Period as follows: [Workweeks worked by a Settlement Class
27 Member] ÷ [Sum of all Covered Workweeks worked by all
28 Settlement Class Members] × [Net Settlement Amount] = individual

Settlement Payment for a Settlement Class Member. Class Settlement Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below.

- i. PAGA Payments: Individual PAGA Settlement Payments will be paid out of the Gross Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the \$25,000 allocated to the PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total number of PAGA Pay Periods of all the PAGA Employees during the PAGA Period, as follows:

$$[\text{PAGA Pay Periods worked by a PAGA Employee}] \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}] \times [\text{PAGA Settlement Payment of \$25,000}] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment.}$$
PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Class Settlement Payments issue to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.
- j. Allocation of Settlement Payments: The Parties have agreed that Class Settlement Payments will be allocated as follows: 25% to

1 wages, 55% to penalties and 20% to interest. The PAGA Settlement
2 Payment shares to PAGA Employees will be entirely allocated to
3 penalties. Appropriate federal, state and local withholding taxes will
4 be taken out of the wage allocations, and each Class Member will
5 receive an IRS Form W-2 with respect to this portion of the
6 Settlement Payment. Class Members are responsible to pay
7 appropriate taxes due on the Settlement Payments they receive. The
8 Settlement Administrator will issue to each Settlement Class Member
9 an Internal Revenue Service Form W-2 and comparable state forms
10 with respect to the wage allocation and a Form 1099 with respect to
11 the penalties and interest allocations, to the extent required by law.

12 k. Settlement Payments Do Not Give Rise to Additional Benefits: All
13 Settlement Payments to individual Class Members shall be deemed
14 to be paid to such Class Member solely in the year in which such
15 payments actually are received by the Class Member. It is expressly
16 understood and agreed that the receipt of such Settlement Payments
17 will not entitle any Class Member to additional compensation or
18 benefits under any company bonus, contest or other compensation or
19 benefit plan or agreement in place during the period covered by the
20 Settlement, nor will it entitle any Class Member to any increased
21 retirement, 401(k) benefits or matching benefits or deferred
22 compensation benefits. It is the intent that the Settlement Payments
23 provided for in this Settlement are the sole payments to be made by
24 Defendant to the Class Members, and that the Class Members are not
25 entitled to any new or additional compensation or benefits as a result
26 of having received the Settlement Payments (notwithstanding any
27 contrary language or agreement in any benefit or compensation plan
28 document that might have been in effect during the period covered

by this Settlement).

1. Attorney's Fees and Costs: Subject to approval by the Court, Class Counsel will apply for attorney's fees not to exceed one-third of the Gross Settlement Amount (\$1,333,333) and reimbursement of reasonable litigation costs and expenses currently estimated not to exceed \$20,000. Approved attorney's fees and litigation costs shall be paid at the same time Settlement Payments issue to the Settlement Class. Should the Court approve attorney's fees and costs in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the attorney's fees and costs set forth above shall be added to the Net Settlement Amount.
- m. General Release and Service Payment: Subject to Court approval, and in exchange for a general release, Class Counsel will apply for an additional payment of up to \$10,000 to each of the named Plaintiff as consideration for a general release of all claims and as a payment for service as a Class Representative ("Service Payment"). It is understood that the Service Payment is in addition to the individual Settlement Payment to which a Class Representative is entitled to along with the other Class Members. In exchange, Plaintiffs have agreed to release all claims, whether known or unknown, under federal law or state law against the Releasees, to the extent permitted by law, through the Class Period ("Plaintiffs' Released Claims"). Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Civil Code § 1542, which provides:

**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.**

Specifically excluded from Plaintiffs' Released Claims are any claims for workers' compensation benefits. The Service Payments will issue at the same time all Settlement Payments are mailed to the Settlement Class.

- n. Defendant or the Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiffs. The Plaintiffs will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a Service Payment in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the Service Payment amount(s) set forth above shall be added to the Net Settlement Amount. Plaintiffs agree not to opt out or object to the Service Payment as the Class Representatives.
- o. Settlement Administrator: The Settlement Administrator will be CPT Group., or such Settlement Administrator as may be mutually agreeable to the Parties and approved by the Court. The Settlement Administration Costs are estimated not to exceed \$18,750 and the Settlement Administrator's bid for settlement administration services in the amount of \$18,750 was selected for the reasonable price and the quality of administration services provided by CPT Group. The costs of the Settlement Administrator for work done shall be paid regardless of the outcome of this Settlement.

- 1 p. Funding of Settlement Account: Defendant will fund the settlement
2 account with the Gross Settlement Amount within 20 calendar days
3 after the Effective Date of the Settlement, provided that the
4 Settlement Administrator has provided the Parties with an accounting
5 of the amounts to be paid by Defendant pursuant to the terms of this
6 Settlement.
- 7 q. Mailing of Settlement Payments: The Settlement Administrator shall
8 cause the Settlement Payments to be mailed to the Class Members
9 within 14 calendar days of funding of the Settlement.
- 10 r. Notice of Settlement: Within 15 calendar days of the Court's
11 preliminary approval of the Settlement, Defendant will provide to the
12 Settlement Administrator the Class List. The Settlement
13 Administrator will mail the Class Notice to the Class Members
14 setting forth the material terms of the proposed Settlement, along
15 with instructions about how to object or request exclusion from the
16 proposed class action. The Administrator will skip-trace returned
17 mail and re-mail the notice to the new addresses within five calendar
18 days. For each Class Member, there will be pre-printed information
19 on the mailed Class Notice, based on Defendant's records, stating the
20 Class Member's Covered Workweeks during the Class Period and
21 the estimated total Settlement Payment under the Settlement,
22 including the Settlement Class Payment and the PAGA Settlement
23 Payment that will be distributed irrespective of any exclusion
24 request. The pre-printed information based on Defendant's records
25 shall be presumed to be correct. A Class Member may dispute the
26 pre-printed information on the Notice as to his or her Covered
27 Workweeks during the Class Period. Class Members must submit
28 any dispute regarding the information on the Class Notice to the

1 Settlement Administrator as to his or her Covered Workweeks within
2 the Response Deadline. Unless a disputing Class Member submits
3 documentary evidence in support of his or her dispute, the records of
4 Defendant will be dispositive.

5 s. Settlement Notice Language: The Notice will issue in English.

6 t. Requests for Exclusion (“Opt Outs”): The Class Notice shall provide
7 that Settlement Class Members who wish to exclude themselves from
8 the Settlement Agreement must submit a written Opt-out Letter to the
9 Settlement Administrator, that: (i) states his/her/their name, address,
10 email address, phone number, and last four digits of the individual’s
11 social security number; (ii) includes a statement indicating
12 his/her/their intent to be excluded from the settlement, such as “I
13 WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I
14 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
15 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY
16 FROM THE SETTLEMENT OF THIS LAWSUIT”; and (iii)
17 includes his/her/their signature. The Opt-out Letter must be
18 postmarked on or before the expiration of the Opt-Out Period. No
19 opt-out request may be made on behalf of more than one Settlement
20 Class Member. The postmark date of the mailing envelope shall be
21 the exclusive means used to determine whether an Opt-Out has been
22 timely submitted. Any Settlement Class Member who requests
23 exclusion (opts out) will not be entitled to any Settlement Award and
24 will not be bound by the Settlement Agreement or have any right to
25 object, appeal, or comment thereon.

26 u. Class Members Cannot Exclude Themselves from the Released

27 PAGA Claims: PAGA Class Members submitting a Request for
28 Exclusion will nevertheless receive their pro-rata share of the PAGA

1 Settlement Payment. If the Court approves the compromise of the
2 PAGA Claim, all PAGA Class Members are bound by the Court's
3 resolution of that Claim. Plaintiff shall serve a notice of settlement on
4 the California Labor and Workforce Development Agency at or
5 before the time Plaintiff files the motion for preliminary approval.

6 v. Resolution of Workweek Disputes: If a Class Member disputes the
7 accuracy of Defendant's records used to calculate Covered
8 Workweeks, and the Parties' counsel cannot resolve the dispute
9 informally, the matter will be referred to the Settlement
10 Administrator. The Settlement Administrator will review
11 Defendant's records and any information or documents submitted by
12 the Class Member and issue a final decision regarding the dispute.
13 Information or documents submitted after the expiration of the
14 Response Deadline will not be considered by the Settlement
15 Administrator, unless otherwise agreed to by the Parties. In the event
16 that the number of Covered Workweeks is increased for any Class
17 Member, then the Settlement Administrator will recalculate the
18 Individual Settlement Payments accordingly; in no event will
19 Defendant be required to increase the Gross Settlement Amount.

20 w. Objections to Settlement: The Class Notice shall provide that those
21 members of the Settlement Class who wish to object to the
22 Settlement Agreement should mail a written statement of objection
23 on or before the expiration of the Opt-Out Period to the Claims
24 Administrator, who will promptly forward the objection to the
25 Parties. The postmark date of the mailing shall be the exclusive
26 means for determining that a Notice of Objection is timely. The
27 Notice of Objection should include the case name and the basis for
28 the objection.

- 1 x. No Encouragement of Objections, Opt-Outs, or Appeals: At no time
2 shall any of the Parties or their counsel seek to solicit or otherwise
3 encourage members of the Settlement Class to opt-out, object or
4 appeal from the Final Approval Order and Final Judgment.
- 5 y. Right to Rescission In Event of Excess Opt-Outs: Notwithstanding
6 any other provision of this Settlement Agreement, Defendant shall
7 retain the right, in the exercise of its sole discretion, to nullify the
8 Settlement Agreement within ten (10) calendar days of receipt of the
9 final Opt-Out Report as detailed in paragraph 24(b), if five percent
10 (5%) or more of Settlement Class Members opt out of the Settlement
11 Agreement. In the event of such a rescission, neither this Agreement,
12 nor the Settlement be used or admissible as evidence of Defendant's
13 liability or that class certification is appropriate for any purpose.
14 Defendant, however, shall remain liable for the cost of administration
15 to the extent such costs have been incurred prior to Defendant
16 exercising this termination right.
- 17 z. Tax Liability: Class Counsel and Defendant make no representations
18 as to the tax treatment or legal effect of payments called for
19 hereunder, and Plaintiffs and the Settlement Class Members are not
20 relying on any statement or representation by Class Counsel or
21 Defendant in this regard. Plaintiffs and Settlement Class Members
22 understand and agree that they will be solely responsible for the
23 payment of any taxes and penalties assessed on their respective
24 payments described herein. The amount of federal income tax
25 withholding will be based upon a flat withholding rate for
26 supplemental wage payments in accordance with Treas. Reg. §
27 31.3402(g)-1(a)(2) as amended or supplemented. Income tax
28 withholding will also be made pursuant to applicable state and/or

1 local withholding codes or regulations. Forms W-2 and/or Forms
2 1099 will be distributed at times and in the manner required by the
3 Internal Revenue Code of 1986 (the “Code”) and consistent with this
4 Agreement. If the Code, the regulations promulgated thereunder, or
5 other applicable tax law, is changed after the date of this Agreement,
6 the processes set forth in this Section may be modified in a manner to
7 bring Defendant into compliance with any such changes.

8 aa. Circular 230 Disclaimer. Each party to this Settlement Agreement
9 (for purposes of this section, the “Acknowledging Party”; and each
10 party to this Settlement Agreement other than the Acknowledging
11 Party, an “Other Party”) acknowledges and agrees that (1) no
12 provision of this Settlement Agreement, and no written
13 communication or disclosure between or among the Parties or their
14 attorneys and other advisors, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be
16 relied upon as, tax advice within the meaning of United States
17 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)
18 the Acknowledging Party (a) has relied exclusively upon his, her, or
19 its own, independent legal and tax advisers for advice (including tax
20 advice) in connection with this Settlement Agreement, (b) has not
21 entered into this Settlement Agreement based upon the
22 recommendation of any other party or any attorney or advisor to any
23 other party, and (c) is not entitled to rely upon any communication or
24 disclosure by any attorney or adviser to any other party to avoid any
25 tax penalty that may be imposed on the Acknowledging Party; and
26 (3) no attorney or adviser to any other party has imposed any
27 limitation that protects the confidentiality of any such attorney’s or
28 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 Settlement Agreement.

**THE SETTLEMENT ADMINISTRATOR'S PRIMARY
DUTIES**

29. Subject to the Court's approval, and subject to reconsideration by the Parties after a competitive bidding process, the Parties have agreed to the appointment of CPT Group to perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice in English to the Class Members.

30. The Settlement Administrator will review the Covered Workweeks and PAGA Pay Periods attributed to each Class Member and will calculate the estimated amounts due to each Class Member and the actual amounts due to each Settlement Class Member and PAGA Employee in accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendant's records in order to perform its duties.

31. In accordance with the terms of this Settlement, and upon receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

32. The Settlement Administrator will post the final judgment approving the Settlement on a website maintained by the Settlement Administrator for a

1 period of not less than 90 calendar days after the final judgment is entered. The
2 website will use a page on the Settlement Administrator's website, and not a
3 custom domain for this Settlement. The address of that website will be included in
4 the Class Notice.

5 **ATTORNEY'S FEES AND COSTS**

6 33. In consideration for resolving this matter and in exchange for the
7 release of all claims by the Class Members, including Plaintiffs, and subject to
8 approval by the Court, Class Counsel will apply for attorney's fees not to exceed
9 one-third of the Gross Settlement Amount (\$1,333,333.00 of \$3,999,999.00) and
10 litigation costs currently estimated not to exceed \$20,000. The amounts set forth
11 above will cover all work performed and all fees and costs incurred to date, and all
12 work to be performed and all fees and costs to be incurred in connection with the
13 approval by the Court of this Settlement and administration of the Settlement.
14 Should Class Counsel request a lesser amount and/or the Court approve a lesser
15 amount(s) of attorney's fees and/or attorneys' costs, the difference between the
16 lesser amount(s) and the maximum amount set forth above shall be added to the Net
17 Settlement Amount. As with the Settlement Payments to the Settlement Class, the
18 attorney's fees and costs approved by the Court shall be paid to Class Counsel,
19 within 14 calendar days of the funding of the Settlement. Class Counsel shall
20 disclose to the Court any fee sharing agreements in existence. In the event that the
21 Court awards less than one-third of the Gross Settlement Amount for attorney's
22 fees, Class Counsel shall retain the right to appeal that portion of any Final
23 Approval Order and Judgment.

24 **THE NOTICE PROCESS**

25 34. A Class Notice in approximately the form attached hereto as Exhibit
26 "A," and as approved by the Court, shall be sent by the Settlement Administrator to
27 the Class Members by first class mail. Any returned envelopes from this mailing
28 with forwarding addresses will be utilized by the Settlement Administrator to

1 forward the Class Notices as indicated.

2 a. Within 15 calendar days from the date of preliminary approval of this
3 Settlement by the Court, Defendant shall provide to the Settlement
4 Administrator the Class List. This database shall be based on
5 Defendant's payroll and other business records. Within five (5)
6 calendar days of receipt of the Class List, the Settlement Administrator
7 will run a check of the Class Members' addresses against those on file
8 with the U.S. Postal Service's National Change of Address List; this
9 check will be performed only once per Class Member by the
10 Settlement Administrator. Absent mutual written agreement of
11 counsel for the Parties or Court order, the Settlement Administrator
12 will keep this database confidential and secure and use it only for the
13 purposes described herein, and will return this database to Defendant
14 upon final approval of the settlement or destroy electronic records
15 containing the database after the Settlement is final and all payments
16 are distributed as required under this Agreement. However, Plaintiff's
17 Counsel shall be entitled to review anonymized data showing the
18 workweeks worked by each Class Member, with Class Member
19 identity concealed through use of an employee number or number
20 assigned by the Settlement Administrator.

21 b. Within 14 calendar days after the Class List is provided to the
22 Settlement Administrator, the Settlement Administrator will mail the
23 Class Notices to the Class Members by First Class United States mail.
24 c. Class Notices returned to the Settlement Administrator as non-
25 deliverable on or before the initial Response Deadline shall be resent
26 to the forwarding address, if any, on the returned envelope. A returned
27 Class Notice will be forwarded by the Settlement Administrator any
28 time that a forwarding address is provided with the returned mail. If

1 there is no forwarding address, the Settlement Administrator will do a
2 computer search for a new address using the Class Member's social
3 security number and/or other information. In any instance where a
4 Class Notice is re-mailed, that Class Member will have an additional
5 14 calendar days from the re-mailing to act on the Class Notice. A
6 letter prepared by the Settlement Administrator will be included in the
7 re-mailed Class Notice in that instance, stating the extended Response
8 Deadline, if different than the original Response Deadline. Upon
9 completion of these steps by the Settlement Administrator, Defendant
10 and the Settlement Administrator shall be deemed to have satisfied
11 their obligations to provide the Class Notice to the affected Class
12 Member. The affected Class Member shall remain a member of the
13 Settlement Class and shall be bound by all the terms of the Settlement
14 and the Court's Order and Final Judgment.

- 15 d. Class Counsel shall provide to the Court a declaration by the
16 Settlement Administrator of due diligence and confirming mailing of
17 the Notices

18 **DISPOSITION OF SETTLEMENT PAYMENTS AND**
19 **UNCASHED CHECKS**

20 35. As set forth above, each Class Member will have until the expiration
21 of the applicable Response Deadline to submit to the Settlement Administrator any
22 challenge or dispute to the Class Member's Covered Workweek information on the
23 Notice. No disputes will be honored if they are submitted after the Response
24 Deadline, unless the Parties mutually agree to accept the untimely dispute. Each
25 Class Member is responsible to maintain a copy of any documents sent to the
26 Settlement Administrator and a record of proof of mailing.

27 36. The Settlement Administrator shall cause the Settlement Payments to
28 be mailed to the Settlement Class Members and PAGA Employees as provided

1 herein. Settlement Payment checks shall remain valid and negotiable for 180
2 calendar days from the date of their issuance. Settlement Payment checks will
3 automatically be cancelled by the Settlement Administrator if they are not cashed
4 by the Class Member within that time, and the Class Member's relevant claims will
5 remain released by the Settlement. Settlement Payment checks which have expired
6 will not be reissued.

7 37. Funds from un-cashed or abandoned Settlement Payment checks,
8 based on a 180-day void date, shall be transmitted to the California State
9 Controller's Office for Unclaimed Property in the name of each Class Member who
10 failed to cash their Settlement Payment check prior to the void date.

11 38. Upon completion of its calculation of Settlement Payments, the
12 Settlement Administrator shall provide Class Counsel and Defendant's Counsel
13 with a report listing the amounts of all payments to be made to Class Members (to
14 be identified anonymously by employee number or other identifier). A Declaration
15 attesting to completion of all payment obligations will be provided to Class Counsel
16 and Defendant's Counsel and filed with the Court by Class Counsel.

17 **RELEASE BY THE CLASS AND PAGA EMPLOYEES**

18 39. Upon the final approval by the Court of this Settlement and
19 Defendant's payment of all sums due pursuant to this Settlement, and except as to
20 such rights or claims as may be created by this Settlement, the Class
21 Representatives, the Class and each Class Member who has not submitted a valid
22 and timely request for exclusion as to claims other than the PAGA claim, and each
23 PAGA Employee, regardless of whether they have requested exclusion from the
24 Settlement of Class claims, will release claims as follows:

- 25 a. **Identity of Released Parties.** The released parties are Defendant and its
26 former and present employees, directors, shareholders, officers, owners,
27 attorneys, agents, insurers, agents, successors, assigns, parents, subsidiaries,
28 affiliates, or legal representatives and any individual or entity which could

1 be jointly liable with Defendant and all persons or entities acting by,
2 through, under, or in concert with any of them (collectively “Releasees” or
3 “Released Parties”).

4 **b. Date Release Becomes Active.** The Released Class Claims and
5 Released PAGA Claims will be released upon the later of (1) the
6 Settlement’s Effective Date, or (2) the satisfaction of Defendant’s
7 obligation to provide to the Settlement Administrator a sum in the
8 amount required to satisfy all required payments and distributions
9 pursuant to this Settlement and the Order and Judgment of final
10 approval. Class Members will not release the Released Class Claims
11 or Released PAGA Claims until both the Effective Date of the
12 Settlement has occurred, **and** Defendant has paid all amounts owing
13 under the Settlement.

14 **c. Class Claims Released by Settlement Class Members.** Each and
15 every Class Member, on behalf of himself or herself and his or her
16 heirs and assigns, unless he or she has submitted a timely and valid
17 Request for Exclusion (which will not effectuate an opt-out from the
18 release of Released PAGA Claims), hereby releases Releasees from all
19 claims pursuant to California Labor Code sections 226 and 226.3 for
20 the period between January 24, 2023 through the date of preliminary
21 approval and all of the following remaining claims for the entire Class
22 Period: any and all claims, rights, demands, liabilities, and causes of
23 action of any kind, whether known or unknown, arising from the
24 alleged violation of any provision of common law, California law
25 and/or federal law which was or could have been raised in Plaintiffs’
26 operative complaint based upon the factual allegations and issues set
27 forth therein, including claims based on California Labor Code
28 sections 201, 202, 203, 204, 206.5, 218.5, 226.7, 512, 558, 1174, 1194,

1197, 1197.1, 1198, 2698 *et seq.*, California Code of Regulations, Title 8 Section 11000 *et seq.*, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business & Professions Code sections 17200–17208 or any related damages, penalties, restitution, disgorgement, interest or attorneys’ fees, and that arose on or before the final day of the Class Period (“Released Claims”);

d. **PAGA Claims Released by the Class.** All PAGA Employees employed during the Released PAGA Period (whether requesting exclusion from the Settlement or not) will release all claims under PAGA that relate to the Class Claims Released in the preceding section, and all theories that were pled or could have been pled in the Complaint, based upon the factual allegations and issues set forth in the Notices to the LWDA. Plaintiffs’ Notices to the LWDA are attached hereto as **Exhibit “B”**.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

40. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff’s unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- a. Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney’s fees and costs, and the Class Representatives’ service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- b. Certifying a Class;
- c. Approving as to form and content the proposed Class Notice;
- d. Directing the mailing of the Class Notice;

- e. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- f. Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,
- g. Appointing CPT Group as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

41. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorney's fees and costs;
- c. Approving the Settlement Administration Costs;
- d. Approving the Service Payment to the Class Representatives;
- e. Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement;
- f. Adjudging Plaintiffs and Class Counsel may adequately represent the Settlement Class for the purpose of entering into and implementing the Agreement;
- g. Entering a final judgment in the action;
- h. Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment

1 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as
2 requests to be excluded from the Settlement do not apply to the
3 Released PAGA Claims, and further affirms that the State's claims for
4 civil penalties pursuant to PAGA are also extinguished;

5
6 Any revised final judgments will also be provided to Defendant's Counsel for
7 review and approval before they are submitted to the Court.

8 **NULLIFICATION AND TERMINATION**

9 42. This Settlement will be null and void if any of the following occur: (a)
10 the Court should for any reason fail to certify a class for settlement purposes; (b)
11 the Court should for any reason fail to preliminarily or finally approve of this
12 Settlement in the form agreed to by the Parties, other than adjustments made to the
13 attorney's fees and costs or granting of Service Payments; or (c) a final judgment is
14 reversed, modified, or voided.

15 43. If 5% or more of the Class Members opt out of this Settlement, then
16 Defendant in its sole discretion may terminate, nullify and void this Settlement.
17 The Settlement Administrator shall provide Defendant's Counsel with the
18 information necessary to effectuate this provision on a regular basis, but no less
19 frequently than on a monthly basis. To terminate this Settlement under this
20 paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice, by
21 facsimile, e-mail, or mail, no later than 14 days after receiving notice that 5% or
22 more of the Class Members have opted out of this Settlement. If this option is
23 exercised by Defendant, Defendant shall be solely responsible for the costs incurred
24 by the Settlement Administrator for the settlement administration.

25 44. In the event this Settlement is nullified or terminated as provided
26 above: (i) this Settlement shall be considered null and void, (ii) neither this
27 Settlement nor any of the related negotiations or proceedings shall have any force
28 or effect and no party shall be bound by any of its terms, and (iii) all Parties to this

1 Settlement shall stand in the same position, without prejudice, as if the Settlement
2 had been neither entered into nor filed with the Court.

3 **PARTIES' AUTHORITY**

4 45. The signatories hereto hereby represent that they are fully authorized
5 to enter into this Settlement and bind the Parties hereto to the terms and conditions
6 thereof.

7 **MUTUAL FULL COOPERATION**

8 46. The Parties agree to fully cooperate with each other to accomplish the
9 terms of this Settlement including, but not limited to, execution of such documents
10 and taking such other action as reasonably may be necessary to implement the
11 terms of this Settlement. The Parties to this Settlement shall use their best efforts,
12 including all efforts contemplated by this Settlement and any other efforts that may
13 become necessary by order of the Court, or otherwise, to effectuate this Settlement
14 and the terms set forth herein. As soon as practicable after execution of this
15 Settlement, Class Counsel shall, with the assistance and cooperation of Defendant
16 and Defendant's Counsel, take all necessary steps to secure the Court's preliminary
17 and final approval of this Settlement.

18 **NO PRIOR ASSIGNMENTS**

19 47. The Parties and their respective counsel represent, covenant, and
20 warrant that they have not directly or indirectly assigned, transferred, encumbered,
21 or purported to assign, transfer, or encumber to any person or entity any portion of
22 any liability, claim, demand, action, cause of action or rights herein released and
23 discharged except as set forth herein.

24 **NO ADMISSION OF LIABILITY**

25 48. Nothing contained herein, nor the consummation of this Settlement, is
26 to be construed or deemed an admission of liability, culpability, negligence, or
27 wrongdoing on the part of Defendant. Defendant denies all the claims and
28 contentions alleged by the Plaintiffs in this case. The Defendant has entered into

1 this Settlement solely with the intention to avoid further disputes and litigation with
2 the attendant inconvenience and expenses.

3 **ENFORCEMENT ACTIONS**

4 49. In the event that one or more of the Parties to this Settlement institutes
5 any legal action or other proceeding against any other party or parties to enforce the
6 provisions of this Settlement or to declare rights and/or obligations under this
7 Settlement, the successful party or parties shall be entitled to recover from the
8 unsuccessful party or parties reasonable attorney's fees and costs, including expert
9 witness fees incurred in connection with any enforcement actions.

10 **NOTICES**

11 50. Unless otherwise specifically provided herein, all notices, demands or
12 other communications given hereunder shall be in writing and shall be deemed to
13 have been duly given as of the third business day after mailing by United States
14 registered or certified mail, return receipt requested, addressed as follows:

15 **Class Counsel:**

16 Matthew R. Bainer
17 THE BAINER LAW FIRM
18 1999 Harrison St., Suite 1800
19 Oakland, California 94612
20 Telephone: (510) 922-1802
mbainer@bainerlawfirm.com

15 **Counsel for Defendant:**

16 Amanda C. Sommerfeld
17 Amanda W. Molinari
18 **JONES DAY**
19 555 South Flower Street
20 Los Angeles, CA 90071-2300
Telephone: (213) 243-2357
Email: amolinari@jonesday.com
Email: asommerfeld@jonesday.com

21 **CONSTRUCTION**

22 51. The Parties hereto agree that the terms and conditions of this
23 Settlement are the result of lengthy, intensive arms-length negotiations between the
24 Parties, and this Settlement shall not be construed in favor of or against any party
25 by reason of the extent to which any party or his, her or its counsel participated in
26 the drafting of this Settlement.

27 **CAPTIONS AND INTERPRETATIONS**

28 52. Paragraph titles or captions contained herein are inserted as a matter of

1 convenience and for reference, and in no way define, limit, extend, or describe the
2 scope of this Settlement or any provision hereof. Each term of this Settlement is
3 contractual and not merely a recital.

4 **MODIFICATION**

5 53. This Settlement may not be changed, altered, or modified, except in
6 writing and signed by the Parties hereto, and approved by the Court. This
7 Settlement may not be discharged except by performance in accordance with its
8 terms or by a writing signed by the Parties hereto.

9 **INTEGRATION CLAUSE**

10 54. This Settlement contains the entire agreement between the Parties
11 relating to the Settlement and transaction contemplated hereby, and all prior or
12 contemporaneous agreements, understandings, representations, and statements,
13 whether oral or written and whether by a party or such party's legal counsel, are
14 merged herein. No rights hereunder may be waived except in writing.

15 **WAIVER OF APPEALS**

16 55. The Parties agree to waive appeals and to stipulate to class certification
17 for purposes of implementing this Settlement only, with the exception that Class
18 Counsel retains the right to appeal the amount awarded as attorney's fees in the
19 event that the Court awards less than twenty-five percent of the Gross Settlement
20 Amount as attorney's fees.

21 **BINDING ON ASSIGNS**

22 56. This Settlement shall be binding upon and inure to the benefit of the
23 Parties hereto and their respective heirs, trustees, executors, administrators,
24 successors and assigns.

25 **CLASS COUNSEL SIGNATORIES**

26 57. It is agreed that because the members of the Class are so numerous, it
27 is impossible or impractical to have each member of the Class execute this
28 Settlement. The Class Notice will advise all Class Members of the binding nature

1 of the Released Class Claims and Released PAGA Claims, and the release shall
2 have the same force and effect as if this Settlement were executed by each member
3 of the Class.

4 **COUNTERPARTS**

5 58. This Settlement may be executed in counterparts and by electronic or
6 facsimile signatures, and when each party has signed and delivered at least one such
7 counterpart, each counterpart shall be deemed an original, and, when taken together
8 with other signed counterparts, shall constitute one Settlement, which shall be
9 binding upon and effective as to all Parties

10 **CONFIDENTIALITY & PUBLIC COMMENT**

11 59. The Class Representative and Class Counsel agree not to initiate any
12 comments to the media or otherwise publicize the terms of the Settlement, other
13 than in court filings. To the extent Class Counsel wish to advertise this settlement,
14 such advertising will be limited to a statement that a matter was settled between a
15 putative class and an “airline.” Any communication about the Settlement to Class
16 Members prior to the Court-approved mailing will be limited to (1) a statement that
17 a settlement has been reached, (2) a statement of any of the details that would
18 necessarily be included in any Court-approved Class Notice if a Class Member
19 requests details about the proposed Settlement, and (3) a warning that the terms of
20 the proposed Settlement have not yet been approved by the Court. At all times, the
21 Class Representatives are prohibited from communicating about the terms or the
22 fact of the settlement on any form of social media (“Social Media Bar”). Class
23 Counsel will take all steps necessary to ensure the Class Representatives are aware
24 of, and will adhere to, the restrictions in this Agreement. Class Counsel will not
25 include or use the settlement for any marketing or promotional purposes other than
26 as expressly allowed above.

27 **FINAL JUDGMENT**

28 60. The Parties agree that, upon final approval of the Settlement, final

1 judgment of this Action will be made and entered in its entirety. The final
 2 judgment may be included in the Order granting Final Approval of the Settlement.

3 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily
 4 executed this Joint Stipulation of Class Action Settlement between Plaintiff and
 5 Defendant as set forth below:

6 IT IS SO STIPULATED

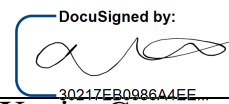
7 **Plaintiffs & Class Representatives:**

8 Dated: August __, 2023

By: _____
 Michael Stockbridge

10 8/7/2023

11 Dated: August __, 2023

By:  _____
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 Xavier Castro

12 **Plaintiff's Counsel:**

13 Dated: August 7, 2023

THE BAINER LAW FIRM

15 By:  _____
 Matthew R. Bainer

17 Attorneys for Plaintiffs

18 **Defendant:**

19 Dated: August __, 2023

SkyWest Airlines, Inc.

21 By: _____
 Print Name

23 _____
 Todd Emerson, VP, Legal/Government
 Affairs

24 **Defendant's Counsel:**

25 Dated:

26 August __, 2023

JONES DAY

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By: _____
Amanda C. Sommerfeld
Attorneys for SkyWest Airlines, Inc.