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Jose Medina

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE MEDINA, as an individual and on
behalf of all aggrieved employees,

Plaintiffs,

v.

UNITED AIRLINES, INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BC 624742

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

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**I.
PREAMBLE**

1. This Class and Representative Action Settlement Agreement (“Settlement” or “Agreement”) is entered into between Plaintiff Jose Medina (“Medina” or “Named Plaintiff”), individually and as class representative on behalf of all individuals defined in Section III of this Agreement (collectively, with Named Plaintiff, the “Settling Class”), on the one hand, and defendant United Airlines, Inc. (“Defendant” or “United”), on the other hand. The Settling Class and United are referred to collectively herein as the “Settling Parties.”

2. The Named Plaintiff has been employed by United as a California-based mechanic at various times relevant hereto. On February 1, 2016, and again on May 15, 2018, the Named Plaintiff filed written notices with the California Labor & Workforce Development Agency (collectively, the “PAGA Notices”). The Named Plaintiff filed the above-captioned matter against United on June 22, 2016, captioned *Medina v. United Airlines, Inc.*, Case No. BC 624742 (L.A. Superior Court) (“*Medina I*”). On July 28, 2016, United filed an Answer denying all of Plaintiff’s substantive and procedural allegations in *Medina I*. On July 25, 2018, the Named Plaintiff filed another Complaint against United captioned *Medina v. United Airlines, Inc.*, Case No. BC715062 (L.A Superior Court), which United removed to the United District Court for the Central District of California on August 29, 2018, after which it was captioned *Medina v. United Airlines, Inc.*, Case No. 18-cv-07557 (C.D. Ca.) (“*Medina II*”) (collectively, with *Medina I* and the PAGA Notices, the “Lawsuits”). On September 5, 2018, United filed an Answer denying all of Named Plaintiff’s substantive and procedural allegations in *Medina II*.

3. The Lawsuits seek to assert claims as follows. *Medina I* asserts representative claims under the California Labor Code Private Attorneys General Act, Labor Code §§ 2698 *et seq.* (“PAGA”), alleging that United failed to provide second duty-free meal periods to California-based Mechanics who worked more than ten hours, in

1 violation of California Labor Code Section 226.7, and that for “some of the shifts worked
2 for less than 10 hours” a compliant first meal period was not provided. These claims were
3 brought on behalf of a group of allegedly aggrieved employees consisting of all current
4 and former United mechanics in California who worked a shift longer than ten hours from
5 February 9, 2015, to present. *Medina II* asserts putative class and PAGA claims, alleging
6 five causes of action: failure to provide meal periods under Labor Code §§ 226.7 and
7 512; failure to provide rest periods under Labor Code § 226.7; violation of California
8 Labor Code § 226 regarding recordkeeping; violation of Business & Professions Code §
9 17200 *et seq.*; and PAGA claims predicated on the preceding alleged violations. *Medina*
10 *II* brings these claims on behalf of a putative class of current and former United
11 mechanics defined all current and former mechanics who worked in California for
12 Defendant from July 25, 2014, to the present.

13 4. United believes that the Lawsuits’ claims and allegations are meritless and
14 contends that at all times it has complied with relevant California law to the extent that said
15 law applies to the Settling Class.

16 5. On July 21, 2022, the Settling Parties remotely attended a full day mediation
17 before private mediator Michael Loeb, a highly regarded mediator who is intensely familiar
18 with employment class actions lawsuits. The mediation was not successful. However, the
19 Settling Parties continued their negotiations, off and on, for several months with Mediator
20 Loeb’s assistance, and ultimately reached a settlement in principle on January 5, 2023.

21 6. Over the course of the Lawsuit, the Settling Parties have engaged in
22 significant discussion of the validity of the legal claims at issue, have exchanged extensive
23 documents and information, and have engaged in both motion practice and appeals, all of
24 which have allowed the Settling Parties to fully assess the value of the claims involved.
25 The Settling Parties have agreed to avoid further litigation and to settle and resolve the
26 Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims
27 that are or could have been raised in the Lawsuit, that the Settling Class has or may have
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1 against United, to the fullest extent permitted by law and without any admission of liability
2 or wrongdoing by either party. The Named Plaintiff and their counsel have concluded that
3 the Settlement is fair, reasonable, and in the best interests of the Settling Class and
4 respectfully request that the Settlement be approved by the Court.

5 7. This Agreement shall become effective upon the “Effective Date,” as set
6 forth in Section VII below. The Settling Parties hereby agree to do all things and to engage
7 in all procedures reasonably necessary and appropriate to obtain final Court approval of
8 this Agreement, in consideration for: (a) the payment by United of the consideration
9 described herein, subject to the terms, conditions, and limitations of this Agreement; and
10 (b) the release and dismissal with prejudice of the Lawsuit and all claims by the Named
11 Plaintiff and Settling Class Members, as described in Paragraphs 31, 53, 54, 55, and 56 of
12 this Agreement.

13 **II.**
14 **PAYMENTS TO THE SETTLING CLASS, CLASS COUNSEL, NAMED**
15 **PLAINTIFF, AND THE CLAIMS ADMINISTRATOR**

16 8. Subject to Court approval, and the provisions of this Agreement, United shall
17 pay an aggregate total of fourteen million United States dollars and zero cents
18 (\$14,000,000.00) (the “Gross Settlement Value” or “GSV”) in consideration for the
19 settlement and dismissal with prejudice of the Lawsuit and the related release of all claims
20 the Named Plaintiff and the Settling Class Members may have against the United Releasees,
21 as contained in Paragraphs 31, 53, 54, 55, and 56 of this Agreement. Ten percent (10%)
22 of the Net Settlement Value, as defined herein, shall be allocated to claims under PAGA
23 (the “PAGA Allocation”).

24 9. With respect to the GSV:

25 (a) United shall Deposit the full GSV in a non-interest bearing account to
26 be established by the Claims Administrator (as defined in Paragraph 14) within ten
27 (10) business days of receipt of notice of preliminary approval of the Settlement.
28

1 Should the Settlement Effective Date never be reached for any reason, the Gross
2 Settlement Amount shall be returned to United. The GSV shall remain in said
3 account, pending occurrence of the Effective Date as defined in Section VII of the
4 Agreement. The Claims Administrator shall not disburse any portion of these
5 funds until after the Effective Date.

6 (b) The GSV has been agreed upon based on the assumption that there
7 are approximately six hundred thousand (600,000) pay periods during the Settling
8 Class Period. If the actual number of pay periods during the Settlement Class
9 Period, based on the spreadsheet discussed in Paragraph 18, exceeds this number
10 by more than five percent (5%), then the GSV shall be increased proportionately
11 based on the number of pay periods over six hundred and thirty thousand
12 (630,000).

13 10. The GSV is the maximum amount that United shall be required to pay for
14 settlement of the Lawsuit. The GSV will cover compensation to the Settling Class,
15 additional compensation to the Named Plaintiff as class representatives, the cost of claims
16 administration and notice, and attorneys' fees and reimbursement of litigation costs and
17 expenses to Class Counsel (as defined in Sections IV and IX), all payments and
18 disbursements under this Settlement with the sole exception of the employer's share of
19 payroll taxes (with respect to those disbursements hereunder that will be treated as wages).
20 This is a non-reversionary settlement, which means that once the Agreement is final and
21 effective, no part of the GSV shall revert to United.

22 **III.**
23 **SETTLING CLASS**

24 11. Solely for the purpose of effectuating this Settlement, and subject to Court
25 approval, the Settling Parties hereby stipulate to the following "Settling Class" comprised
26 of "Settling Class Members" defined as follows:
27
28

1 All current and/or former employees of United who were
2 employed as mechanics in the State of California, at any time
3 from July 5, 2014, through January 31, 2023.

4 Accordingly, the “Settling Class Period” is defined as July 5, 2014, through January 31,
5 2023.

6 12. All class-qualifying individuals during the Settling Class Period shall be
7 identified by United and provided to the Claims Administrator pursuant to Paragraph 18 of
8 this Agreement. Persons who request exclusion from the Lawsuit (if any) pursuant to the
9 terms of this Settlement shall not be a Settling Class Member, shall not share in the
10 distribution of the GSV, and shall not be bound by the terms of this Settlement.

11 13. The certification of the Settling Class, the Settling Parties’ settlement of the
12 Lawsuit, and their rights and obligations hereunder, are contingent upon final approval by
13 the Court of this Agreement as to the Settling Class. The Settling Class recognizes and
14 agrees that – in consideration of the covenants undertaken herein by United, including,
15 without limitation, United’s agreement to pay the full amount of the GSV – this Agreement
16 settles any and all claims, known and unknown, the Settling Class has or may have against
17 United to the extent set out herein.

18 14. Subject to Court approval, the Settling Parties agree that Phoenix Settlement
19 Administrators will be appointed as Claims Administrator. The Claims Administrator will
20 be responsible for establishing and maintaining a non-interest bearing account for the GSV;
21 mailing the class notices; receiving and logging adjustment forms and requests for
22 exclusion; researching and updating addresses through skip-traces and similar means;
23 answering questions from the Settling Class members; reporting on the status of the
24 Settlement to the Settling Parties; preparing a declaration regarding its due diligence in the
25 claims administration process; providing the Settling Parties with data regarding the filing
26 of adjustment forms and requests for exclusion; calculating and distributing settlement
27 checks; calculating tax obligations; remitting any and all tax obligations, including (at
28 United’s sole election) the employer’s share of payroll taxes, to the appropriate taxing

authorities; processing the PAGA Allocation; and doing such other things as the Settling Parties may direct.

**IV.
APPOINTMENT OF NAMED PLAINTIFF'S COUNSEL
AS SETTLING CLASS COUNSEL**

15. Class Counsel for the Settling Class shall be as follows:

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**V.
SETTLEMENT APPROVAL PROCEDURES
AND NOTICE TO CLASS MEMBERS**

16. The Settling Parties' settlement of the Lawsuit, and their rights and obligations hereunder, is expressly conditioned on both the Court's preliminary and final approval of this Settlement as to the class defined in Section III of this Agreement.

17. At the earliest possible opportunity, Class Counsel shall do the following:

1 (a) File a joint stipulation to stay *Medina II*.

2 (b) Amend the operative complaint in *Medina I* to incorporate the claims
3 and time periods at issue in *Medina II*.

4 (c) File a motion requesting an order which, *inter alia*, grants
5 preliminary approval of the Settlement Agreement, modifies the litigation class for
6 settlement purposes only, and sets a date for the settlement fairness hearing (“Final
7 Approval Hearing”). In conjunction with this request, Class Counsel shall submit
8 this Agreement, supporting papers, and proposed forms of all notices and other
9 documents, in the form attached hereto, necessary to implement the Settlement
10 Agreement. The Preliminary Approval Order shall provide for notice of the
11 Agreement and related matters (“Settlement Class Notice”), including notice of the
12 procedure to withdraw from the Class to be sent to the Settling Class as specified
13 herein. The Preliminary Approval Order submitted to the Court shall be in the
14 form attached hereto as Exhibit A, and the Settlement Class Notice shall be in the
15 form attached hereto as Exhibit B, and as further described in Paragraph 47 of this
16 Agreement.

17 18. Not later than fifteen (15) business days after receipt of notice of the Court’s
18 entry of an Order of Preliminary Approval, and to the extent possible based on the presence
19 of information in its records, United shall provide to the Claims Administrator, in electronic
20 form, a spreadsheet that contains the name, social security number, dates of active
21 employment in a class-qualifying capacity, and last known mailing address of every
22 Settling Class Member. United shall meet-and-confer with the Claims Administrator
23 regarding the format of said spreadsheet and shall cooperate to provide any additional
24 information which the Claims Administrator may request that is reasonable and necessary
25 for the purpose of giving Class Notice, allocating and distributing the GSV, and otherwise
26 administering this Agreement.

19. Not later than ten (10) business days after receipt of the information described in Paragraph 18 of this Agreement, the Claims Administrator shall mail the Settlement Class Notice to all Settling Class Members whose address information is known. This mailing will be sent by first-class U.S. mail. Before mailing the Settlement Class Notice, the Claims Administrator shall run the Class member addresses through the U.S. Postal Service's Change of Address Database.

20. The Claims Administrator shall make such further efforts as are possible and reasonable (if any), to provide the Settlement Class Notice to Settling Class Members whose original Settlement Class Notice is returned as undeliverable, provided that all such efforts shall be completed by the thirtieth (30th) calendar day after the Settlement Class Notice is mailed. The Claims Administrator shall document all efforts under this Section V, and keep such documentation for a period of four (4) years from the date of the Court's final approval of the settlement.

21. The Claims Administrator shall set up and maintain a website to post the Notice and provide other relevant information for Class Members about the Settlement. The uniform resource locator (URL) of said website shall not contain the terms “United” or “United Airlines” or similar identifier.

VI.

PROCEDURE FOR OBJECTIONS AND OPT-OUTS

22. If any Settling Class Member believes that the proposed Settlement should not be approved by the Court for any reason, the Settling Class Member may object by: (1) filing a signed written objection in which the Settling Class Member provides their name, address, and telephone number and states the basis for an objection with the Court and whether they are represented by counsel; (2) serving a copy of the objection on the Claims Administrator; and (3) sending copies of the objection to counsel for the Named Plaintiff

1 and counsel for United. Settling Class Members may also object by appearing at the
2 hearing for Final Approval.

3 23. Class members are requested to submit written objections within forty-five
4 (45) days from the date the Settlement Class Notice is first mailed. Class members will
5 also be notified by the Settlement Class Notice that they may appear at the Court hearing
6 scheduled for final approval of the Settlement to have objections heard by the Court. Any
7 attorney who represents an individual objecting to the Settlement must file a Notice of
8 Appearance with the Court and timely serve counsel for all parties. All objections or other
9 correspondence must state the name and number of the case, which is *Medina v. United*
10 *Airlines, Inc.*, Case No. BC 624742 (L.A. Superior Court).

11 24. Any Settling Class Member who does not want to participate in this
12 Settlement may “opt-out” of the Settlement by mailing a written request for exclusion to
13 the Claims Administrator. Requests for exclusions must be post-marked no later than
14 forty-five (45) calendar days after the Settlement Class Notice is first mailed. For a request
15 for exclusion to be valid, it must be actually received by the Claims Administrator and
16 contain the name and signature of the Settling Class Member.

17 25. If a Class member submits both a timely and valid Adjustment Form and a
18 timely and valid request for exclusion, the latter-filed shall be determinative. If the two
19 documents are filed simultaneously, and both are timely and valid, the Claims
20 Administrator shall attempt to contact the individual and determine his or her intent. If this
21 attempt is unsuccessful, the request for exclusion shall be deemed invalid and the Settling
22 Class Members shall be bound by and have the right to receive a payment through this
23 Settlement.

24 26. A Settling Class Member who timely complies with the exclusion procedures
25 set forth herein shall be excluded from the Settling Class, shall have no standing to object
26 to or otherwise be heard by the Court and/or on appeal with respect to any aspect of this
27 Agreement, and shall be ineligible for any benefits of this Agreement.

27. In addition to the list discussed in Paragraph 34, the Claims Administrator shall stamp the date received on the original of any request for exclusion it receives and serve copies of the request(s) for exclusion on counsel for United within three (3) business days after receipt thereof.

VII.

THE EFFECTIVE DATE

28. This Agreement shall become final and effective (the “Effective Date”) on the occurrence of all of the following events described in Paragraphs 29 through 32.

29. Entry by the Court of an Order of Preliminary Approval as discussed in Paragraph 17 of this Agreement, and appointment of a Claims Administrator as described in Paragraph 14 of this Agreement.

30. Class Counsel filing, at or before the Final Approval Hearing, a declaration from the Claims Administrator:

(a) Certifying that Class Notice to each Settling Class Member was sent in accordance with Sections V and XI of this Agreement and the Preliminary Approval Order;

(b) Setting out the number of Class Notices that were returned as undeliverable, and any efforts under Paragraphs 19 and 20 with regard to same; and

(c) Delineating the number of putative Settling Class Members who submitted timely requests for exclusion, and providing participation metrics measured by both headcount and workweeks on a percentage and absolute numbers basis.

31. Entry by the Court of an Order and Judgment Granting Final Approval of this Settlement. The Settling Parties shall jointly prepare and lodge a proposed Order and Judgment to this effect in advance of the Final Approval Hearing, which shall reflect, *inter alia*: that the Settlement is effective as a release of all claims alleged in the Lawsuit as to

1 the State of California as well as all individuals who did not exclude themselves from the
2 Settlement, including those who did not cash a check or receive a payment; and the Court's
3 approval of the settlement pursuant to the terms of this Agreement, including but not
4 limited to the releases set out in Paragraphs 53, 54, 55, and 56.

5 32. The occurrence of the "Effective Date of Judgment," which shall be deemed
6 to be the last to occur of the following:

7 (a) If an appeal or other review is not sought from the Order and
8 Judgment Granting Final Approval and Dismissing Lawsuit with Prejudice, the
9 sixty-fifth (65th) calendar day after entry of the judgment; or

10 (b) If an appeal or other review is sought from the Order and Judgment
11 Granting Final Approval and Dismissing Lawsuit with Prejudice by a Settling Class
12 Member, the day after the trial court's judgment is affirmed or the appeal or other
13 review is dismissed or denied, and the judgment is no longer subject to judicial
14 review or other challenge.

15 **VIII.**
16 **EFFECT OF NON-APPROVAL,**
17 **FAILURE OF THE EFFECTIVE DATE TO OCCUR, OPT-OUTS**
18 **IN EXCESS OF FIVE PERCENT**

19 33. If any one of the events specified in Section VII do not occur, this Agreement
20 shall be voidable at United's discretion, and any portion of the GSV previously deposited
21 with the Claims Administrator shall immediately be returned to United.

22 34. The Claims Administrator shall provide written notice to Class Counsel and
23 counsel for United no later than five (5) business days after the Notice Period Deadline
24 with a complete list of all putative Settling Class Members who have timely requested
25 exclusion from the class and the percentage of the NSV attributable to each. The putative
26 Settling Class Members who have timely requested exclusion from the class will be
27 identified on the final Order and Judgment Granting Final Approval. United, in its sole
28 and independent discretion, shall have the right, but not the obligation, to revoke this

1 Agreement if requests for exclusion from the settlement are filed by five percent (5%) or
2 more of the Settling Class, measured on a headcount or percentage of NSV basis.

3 35. United must exercise its option under Paragraph 34, if at all, within fifteen
4 (15) business days after receipt of the list of all excluded Class members referenced in
5 Paragraph 34.

6 36. In the event that the Agreement is voided pursuant to Paragraphs 33 or 34,
7 then the following shall apply:

8 (a) Nothing in this Agreement shall be construed as a determination,
9 admission, or concession of any substantive or procedural issue in the Lawsuit, and
10 nothing in this Agreement may be offered into evidence in any hearing or trial, or
11 in any subsequent pleading or in any subsequent judicial, arbitral, or administrative
12 proceeding;

13 (b) This Agreement shall be without force or effect, and the Lawsuit will
14 continue to be litigated as if this Agreement never existed; and

15 (c) The Settling Parties expressly reserve their rights with respect to the
16 prosecution and defense of the Lawsuit as if this Agreement never existed; and

17 (d) Named Plaintiff will file a new operative complaint in *Medina I* that
18 reinstates the claims, and only the claims, asserted in the original complaint, and
19 will move to lift the stay in *Medina II* and continue to litigate those claims in that
20 case; and

21 (e) United shall pay any costs for notice or claims administration incurred
22 by the Claims Administrator through that date if it exercises its option under
23 Paragraph 34, or the parties shall evenly split any costs for notice or claims
24 administration incurred by the Claims Administrator through that date if the
25 Agreement is voided pursuant to Paragraph 33.

IX.
ATTORNEYS' FEES, COSTS AND EXPENSES, AND ENHANCEMENT
AWARDS

37. The Lawsuit alleges a potential claim for attorneys' fees and costs pursuant to, *inter alia*, the California Labor Code. The Settling Parties agree that any and all such claims for attorneys' fees and costs have been settled in this Agreement.

38. United recognizes that Class Counsel will apply to the Court for an award of: (i) attorneys' fees in an amount up to, but not more than, thirty-three and one-third percent (33 1/3%) of the GSV; and (ii) reasonable and necessary costs and expenses (including expenses incurred by Named Plaintiff in the prosecution of this action) in an amount up to, but not more than, seventy-five thousand U.S. Dollars and no cents (\$75,000.00). United will not oppose Class Counsel's application under this Paragraph 38 and the Named Plaintiff, Class Counsel, and Settling Class Members shall not seek payment of attorneys' fees or reimbursement of costs or expenses except as set forth herein. Class Counsel's application under this Paragraph 38 shall be scheduled for determination at the Final Approval Hearing.

39. United recognizes that, at the same time the application under Paragraph 38 is made, Class Counsel will also apply to the Court for an additional award to Named Plaintiff, in an amount not to exceed twenty thousand U.S. Dollars and no cents (\$20,000.00), as reasonable additional compensation for the time and effort expended by him in connection with the initiation and maintenance of the Lawsuit and in consideration for the additional release set out in Paragraph 54 (the "Enhancement Award"). United will not oppose Class Counsel's application under this Paragraph 39 and the Named Plaintiff, Class Counsel, and Settling Class Members shall not seek payment of any additional enhancement awards except as set forth herein. Class Counsel's application under this Paragraph 39 shall be scheduled for determination at the Final Approval Hearing.

40. Any awards pursuant to Paragraphs 38 and/or 39 will be funded solely and completely from the GSV.

41. If the Court does not approve the total amount of attorneys' fees, costs, and/or Enhancement Award requested by Class Counsel pursuant to Paragraphs 38 and/or 39 of this Agreement, any remaining portion of requested amount will be added to the Net Settlement Value (as that term is defined in Paragraph 43(e) of this Agreement). The Claims Administrator shall recalculate the Class Member payments to account for any reduction in the amount of attorneys' fees, costs and/or Enhancement Award made by the Court.

42. Any proceedings or Court decisions related to Class Counsel's application for attorneys' fees, costs and expenses, and/or Enhancement Award shall not terminate or cancel this Agreement, or otherwise affect the finality of the Court's Order and Judgment Granting Final Approval or the settlement of this Lawsuit. However, if the Court approves a lesser amount of attorneys' fees, litigation costs, or Enhancement Award than those sought by Named Plaintiff and their counsel, Named Plaintiff reserve the right to appeal any amount disallowed by the Court, with the understanding that regardless of the outcome of Plaintiff's appeal, this Settlement shall still be binding.

X. PLAN OF ALLOCATION AND DISTRIBUTION OF THE SETTLEMENT

43. The GSV shall be allocated, in order, as follows:

(a) First, to any attorneys' fees and reasonable and necessary costs and expenses of Class Counsel (including expenses incurred by Named Plaintiff in the prosecution of this action), as may be awarded by the Court pursuant to Paragraph 38 of this Agreement.

(b) Second, to any Enhancement Award, as may be awarded by the Court pursuant to Paragraph 39 of this Agreement.

1 (c) Third, to the costs and expenses incurred by, or fees imposed by, the
2 Claims Administrator in performing its duties under this Agreement, pursuant to
3 Paragraph 14 of this Agreement.

4 (d) Fourth, to the State of California in the amount of seventy-five percent
5 (75%) of the PAGA Allocation, in penalties pursuant to PAGA;

6 (e) Fifth, to the “Net Settlement Value” or “NSV.” The Net Settlement
7 Value shall be defined as the value of the GSV less the items described in
8 Subparagraphs 43(a)-(d). The Net Settlement Value shall be allocated to the
9 Settling Class as described in Section XI. The Claims Administrator shall be
10 responsible for the allocation and distribution of the Net Settlement Value to the
11 Settling Class Members who submit timely Adjustment Forms as set forth in
12 Paragraph 46 herein. The NSV shall include the Settling Class’ share of the PAGA
13 Allocation in the amount of twenty-five percent (25%) of the PAGA Allocation.

14 (f) Sixth, the amount of any settlement checks that are not cashed by
15 Settling Class Members as well as any portion of the GSV not otherwise allocated
16 under this Settlement shall be the Residual Amount. The Residual Amount shall be
17 paid to the State of California as unclaimed wages under the name of the Settling
18 Class Member pursuant to the escheat procedures set forth in the California Code
19 of Civil Procedure section 1300, *et seq.*

20 44. The Claims Administrator shall make payments from the GSV pursuant to
21 this Section X within five (5) calendar days after the Effective Date, but only after the
22 Effective Date.

23 45. In light of the nature of the claims in the Lawsuit, for the purposes of
24 determining and/or calculating applicable taxes, sixty-six percent (66%) of each Class
25 Member Payment (as that term is defined in Paragraph 51 of this Agreement) shall be
26 classified as ordinary income and penalties, payable on a Form 1099 and thirty-four percent
27 (34%) of each Class Member Payment shall be classified as wages, payable on a Form W2.

1 One hundred percent (100%) of the Named Plaintiff' Enhancement Award will be allocated
2 to ordinary income, payable on a Form 1099. The Named Plaintiff and Settling Class
3 Members shall be individually responsible for any and all tax implications or obligations
4 attributable to receipt of the Enhancement Award and/or Class Member Payments. United
5 will pay its share of the employer side payroll taxes separately from the GSV. The Claims
6 Administrator shall be responsible for generating any necessary or appropriate documents
7 and remitting any necessary monies to the appropriate agencies in connection with
8 payments hereunder. United shall provide the Claims Administrator with any information
9 reasonably necessary to perform the calculations discussed in this Paragraph 45.

10 **XI.**
11 **DETERMINATION OF THE AMOUNT, PROCESSING,**
12 **AND PAYMENT OF CLASS MEMBER CLAIMS**

13 46. The Settlement Class Notice sent to each Settling Class Member shall be
14 accompanied by a separate Adjustment Form which is attached hereto as Exhibit C. The
15 Adjustment Form shall be individualized for each Settling Class Member with information
16 reflecting the number of workweeks during the Settling Class Period worked in a capacity
17 qualifying for membership in the Settling Class during the Settling Class Period, pursuant
18 to the spreadsheet discussed in Paragraph 18 of this Agreement. Additionally, the
19 Adjustment Form will contain the estimated dollar value of the Class Member Payment, as
20 that term is defined in Paragraph 51 of this Agreement, assuming that Class Counsel's
21 requests under Paragraphs 38 and 39 of this Agreement are granted in their entirety and
22 that all information contained in the spreadsheet discussed in Paragraph 18 is correct. The
23 Class Notice and Adjustment Form shall inform each Settling Class Member that they may
24 submit a corrected Adjustment Form, along with supporting documentation, to the Claims
25 Administrator to the extent a Settling Class Member believes that any of the information
26 pertaining to that individual on the Adjustment Form is incorrect. The Settlement Class
27 Notice and Adjustment Form shall further inform each Settling Class Member that, to be

1 valid, the completed Adjustment Form must bear a postmark reflecting a date within forty-
2 five (45) calendar days from the date of first mailing of the Settlement Class Notice (the
3 “Notice Period Deadline”). Settling Class Members bear the responsibility of ensuring that
4 information on the Adjustment Form is correct and that any Adjustment Forms submitted
5 to the Claims Administrator are actually received by the Claims Administrator in
6 compliance with this Agreement.

7 47. The Settlement Class Notice shall contain the release and waiver of claims
8 against United contained in Paragraph 53, 55, and 56 of this Agreement, and an easily
9 understood statement alerting Settling Class Members that by failing to submit a Request
10 for Exclusion the individual is executing a release and waiver of all such claims the
11 employee may have against United, whether or not they receive a payment.

12 48. As provided in Paragraph 18, United will provide the Claims Administrator
13 with the information required to individualize the Adjustment Forms discussed in
14 Paragraph 46 of this Agreement. The Claims Administrator will be solely responsible for
15 resolving any discrepancies between United’s documentation and conflicting information
16 provided by the Settling Class member in an Adjustment Form, and said resolution by the
17 Claims Administrator shall be final and binding on all parties. Once the Claims
18 Administrator resolves a given discrepancy, it will notify the Settling Class Member of its
19 decision in writing and within fifteen (15) calendar days. United agrees to provide
20 additional available information that is reasonable and necessary for the Claims
21 Administrator to resolve any such discrepancies.

22 49. The State of California, and all putative Settling Class Members who have
23 not returned a completed and timely Request for Exclusion, shall be bound by the dismissal
24 with prejudice of the Lawsuit and the release of claims set forth in Paragraphs 53, 55, and
25 56 of this Agreement.

26 50. As soon as practicable after the Notice Period Deadline, the Claims
27 Administrator shall calculate the “Per Workweek Payment” for use in the allocation and
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1 distribution of the NSV to the Settling Class. The Per Workweek Payment shall be
2 determined as follows:

3 (a) The Claims Administrator will determine, from either the spreadsheet
4 referenced in Paragraph 18 or the resolution of a dispute pursuant to Paragraph 48,
5 the number of workweeks worked by each putative member of the Settling Class in
6 a capacity qualifying for membership in the Settling Class during the Settling Class
7 Period, and add these values together (the “Compensable Workweeks”);

8 (b) The total number of Compensable Workweeks attributable to all
9 Settling Class members will then be divided into the NSV, with the number of
10 Compensable Points as the denominator and the NSV as the numerator, with the
11 resulting number determined to two (2) decimal places.

12 (c) The product of this calculation will be the Per Workweek Payment.

13 51. The disbursement to each Settling Class Member shall be the number which
14 results from multiplying the Per Workweek Payment by the number of Compensable
15 Workweeks for the individual Settling Class Member (the “Class Member Payment”).

16 52. The Claims Administrator shall provide counsel for the Settling Parties with
17 a Final Accounting and Report not later than five (5) court days after the Effective Date.
18 This Final Accounting and Report will include the calculations discussed in this Section
19 XI.

20 XII. 21 RELEASES

22 53. **Release by Settling Class.** As of the Effective Date and in exchange for the
23 consideration, undertakings, and covenants undertaken by United in this Agreement,
24 including but not limited to the provisions of Paragraph 8 and Section XIII, and to the
25 extent permitted by applicable law, the State of California and the Settling Class hereby
26 release, discharge, and covenant not to sue United Airlines, Inc., including its predecessors,
27 successors, affiliates, parents, subsidiaries, related companies, employees, agents,
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1 shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly
2 liable with it, or any of them (individually and collectively “the United Releasees,”) from
3 and with respect to any and all actions, causes of action, suits, liabilities, claims, and
4 demands whatsoever, whether known or unknown, during the Settling Class Period, which
5 the State of California, the Settling Class, or individual members thereof, has, or had
6 against the United Releasees, or any of them, which are alleged in the Lawsuits or could
7 have been alleged in the Lawsuits based on the facts alleged in the current or prior pleadings
8 therein, including without limitation claims for violation of: Labor Code §§ 226, 226.7,
9 512, 1174, 1198, and 1199; Wage Order No. 9-2001 §§ 7 and 11; PAGA claims predicated
10 on the foregoing; and claims under Business & Professions Code §§ 17200 *et seq.*
11 predicated on the foregoing; and any additional claims for penalties, wages, interest or
12 other monies predicated on the foregoing (the “Released Claims”).

13 (a) The Released Claims include specifically, by way of further
14 description, but not by way of limitation, any and all claims arising out of or in any
15 way related to any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties,
16 wages, interest, restitution, liquidated damages, punitive damages, declaratory relief,
17 and/or injunctive relief allegedly due and owing by virtue of the allegations set out
18 in the Lawsuits, whether based on statutory, regulatory, or common law (including
19 but not limited to any such claims based on the California Labor Code, Business
20 and Professions Code, Civil Code, Order of the Industrial Welfare Commission,
21 and/or Code of Civil Procedure).

22 (b) The Settling Class Members and the State of California acknowledge
23 and/or are deemed to acknowledge that they may hereafter discover claims in
24 addition to or different from those which they now know or believe to exist with
25 respect to the subject matter of this Agreement and/or this release, and which, if
26 known or suspected at the time of executing this Agreement, may have materially
27 affected this release. Nevertheless, the Settling Class Members and the State of
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1 California hereby waive any right, claim, or cause of action that might arise as a
2 result of such different or additional claims or facts.

3 54. **Additional Release by Named Plaintiff.** In exchange for the consideration,
4 undertakings, and covenants undertaken by United in this Agreement, including but not
5 limited to the provisions of Paragraphs 8 and 39, and to the extent permitted by applicable
6 law, the Named Plaintiff – in addition to the release set out in Paragraph 53 of this
7 Agreement – further hereby releases, discharges, and covenants not to sue the United
8 Releasees with respect to and from any and all claims, charges of discrimination, demands,
9 liens, agreements, contracts, covenants, actions, suits, causes of action, disputed wages,
10 obligations, debts, expenses, attorneys’ fees, damages, penalties, interest, judgments,
11 orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now
12 known or unknown, suspected or unsuspected, and whether or not concealed or hidden,
13 which they now own or hold or they have at any time heretofore owned or held, arising out
14 of or in any way connected with their employment, separation of employment, or any other
15 relationship with, the United Releasees, or any other transactions, occurrences, acts or
16 omissions or any loss, damage or injury whatever, known or unknown, suspected or
17 unsuspected, resulting from any act or omission by or on the part of said United Releasees,
18 or any of them, committed or omitted prior to the date of the Court’s order granting final
19 approval; provided, however, that claims for additional short term disability benefits, and
20 under the Age Discrimination in Employment Act, as modified by the Older Workers
21 Benefits Protection Act, are excluded (collectively, “Named Plaintiff’s Claims”). Aside
22 from the aforementioned limitation, the parties intend the Named Plaintiff’s release to be
23 general and comprehensive in nature and to release all Named Plaintiff’s Claims and
24 potential Named Plaintiff’s Claims against the United Releasees to the maximum extent
25 permitted at law. Named Plaintiff’s Claims being released include specifically, by way of
26 description, but not by way of limitation, any and all claims arising out of or in any way
27 related to: (i) any interactions between Named Plaintiff and the United Releasees; (ii)

1 Named Plaintiff employment, separation of employment, contractual, and/or quasi-
2 contractual relationship with the United Releasees; (iii) any allegations as to disputed
3 wages, remuneration, and/or other compensation, due by operation of statute, ordinance,
4 contract, or quasi-contract; (iv) any federal, state, or local law prohibiting discrimination
5 or retaliation on the basis of age, race, color, ancestry, religion, disability, sex, national
6 origin, or citizenship, including, without limitation, claims under Title VII, the California
7 Fair Employment and Housing Act, the California Labor Code, the California IWC Orders,
8 the Employee Retirement Income Security Act, and the Americans With Disabilities Act
9 or any other similar statutes whatever the city, county, state, or country of enactment; (v)
10 any claims under the Family and Medical Leave Act of 1993 and/or the California Family
11 Rights Act; and (vi) any transactions, occurrences, acts, statements, disclosures, or
12 omissions occurring prior to the date of the Court's order granting final approval.

13 55. **Waiver of California Civil Code Section 1542 (Limited to Released**
14 **Claims)**. All Settling Class Members (including, without limitation, the Named Plaintiff),
15 and the State of California, intend and/or are deemed to intend that this Agreement should
16 be effective as a bar to any and all of the claims released by Paragraphs 53 and 54. In
17 furtherance of this intention, and as to the Release Claims only, all Settling Class Members
18 and the State of California expressly waive any and all rights or benefits conferred on them
19 by the provisions of Section 1542 of the California Civil Code, which provides as follows:

20 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
21 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
22 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
23 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
24 **OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**
25 **HER SETTLEMENT WITH THE DEBTOR.”**

26 All Settling Class Members and the State of California understand fully the statutory
27 language of Civil Code § 1542, and, with this understanding, assume all risks for claims
28 released hereunder that have already arisen or may in the future arise, whether known or
unknown, suspected or unsuspected, and specifically waive all rights they may have under

1 California Civil Code § 1542. The Settling Class Members and the State of California
2 understand that, if any of the facts relating in any manner to the Lawsuit, or to the release
3 and dismissal of claims as provided in this Agreement, are hereafter found to be other than
4 or different from the facts now believed to be true, they have expressly accepted and
5 assumed that risk and agree that this Agreement and the release of claims contained herein
6 shall nevertheless remain effective as to the Released Claims only. The Settling Class and
7 the State of California desire and intend, or are deemed to desire and intend, that this
8 Agreement shall be given full force and effect according to each and all of its express terms
9 and provisions, including those relating to unknown and unsuspected claims, if any, as well
10 as those relating to the claims referred to above.

11 56. The waiver contained in Paragraph 55, above, is not intended to expand the
12 nature of the claims released by the Settling Class beyond the Released Claims set out in
13 Paragraph 53, but rather is intended to ensure that the release set out in Paragraph 53 is
14 fully enforceable and is not impeded by Section 1542. In the event the Court denies
15 approval of paragraph 55, above, Defendant agrees to be amend or delete paragraph 55,
16 above, as directed by the Court.

17 **XIII.**
18 **ADDITIONAL TERMS AND CONDITIONS**

19 57. Settlement Fair and Reasonable

20 Class Counsel has considerable experience in litigating and settling wage-
21 and-hour class actions of this type and is sufficiently familiar with the facts of this case and
22 the applicable laws and regulations to make an informed judgment as to the fairness of this
23 Settlement. In light of this experience, and for reasons that will be more fully explained in
24 Class Counsel's motion for preliminary approval, Class Counsel and the Named Plaintiff
25 believe that the settlement terms herein are fair and reasonable with regard to the interests
26 of the Settling Class.

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59. Notices.

Except for Settling Class Member notices which are required herein to be made to or by the Claims Administrator, all notices, requests, demands, and other communications related to or in connection with this Agreement shall be in writing, and shall be provided by appropriate method depending on the urgency (*e.g.*, personal delivery, facsimile, overnight delivery, or first-class U.S. mail) to:

Except for Settling Class Member notices which are required herein to be made to or by the Claims Administrator, all notices, requests, demands, and other communications related to or in connection with this Agreement shall be in writing, and shall be provided by appropriate method depending on the urgency (*e.g.*, personal delivery, facsimile, overnight delivery, or first-class U.S. mail) to:

TO United:

Adam P. KohSweeney
O'Melveny & Myers LLP
Two Embarcadero Center
San Francisco, CA 94111-3823
Telephone: 415-984-8912
Facsimile: 415-984-8701

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Nothing herein shall constitute any admission by United of wrongdoing or liability or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute an admission by United that the Lawsuit was properly brought as a class or representative action other than for settlement purposes. To the contrary, United has denied and continues to deny each and every material factual, procedural, and/or legal allegation and alleged claim asserted in the Lawsuit, and has contended throughout that it has

1 employment policies in place that meet or exceed the requirements of applicable law. To
2 this end, the settlement of the Lawsuit, the negotiation and execution of this Agreement,
3 and all acts performed or documents executed pursuant to or in furtherance of this
4 Agreement or the settlement: are not, shall not be deemed to be, and may not be used as,
5 an admission or evidence of any wrongdoing or liability on the part of United or of the
6 truth of any of the factual allegations in the Complaint in the Suit; and are not, shall not be
7 deemed to be, and may not be used as, an admission or evidence of any fault or omission
8 on the part of United in any civil, criminal or administrative proceeding in any court,
9 administrative agency, or other tribunal.

10 61. Modification by Writing Only.

11 This Agreement, and its terms and Exhibits, may be modified only in a
12 writing signed by all counsel of record for the parties, and will not become effective unless
13 and until approved by the Court or otherwise as ordered by the Court.

14 62. Representations.

15 (a) The Named Plaintiff and Class Counsel represent that they are
16 presently unaware of any other lawsuit or administrative proceeding which alleges
17 any of the claims asserted by the Lawsuit.

18 (b) The Named Plaintiff, on behalf of themselves and the Settling Class,
19 have expressly authorized Class Counsel to take all appropriate action required or
20 permitted to be taken pursuant to this Agreement to effectuate its terms.

21 (c) Each attorney executing this Agreement or any of its Exhibits on
22 behalf of any party hereto hereby warrants that full authority to do so has been given
23 by his/her client(s).

24 (d) United, Class Counsel, and Named Plaintiff waive their right to file
25 an appeal, writ, or any challenge whatsoever to the terms of this Agreement;
26 provided, however, that Class Counsel and the Named Plaintiff may appeal the
27 Court's determinations with regard to the requests set out in Paragraphs 38 and 39.

1 Consistent with Paragraph 42, however, any such appeal will have no effect
2 whatsoever on the other terms and provisions of this Agreement, including, by way
3 of example but not of limitation, the releases set out in Paragraphs 53, 54, 55, and
4 56.

5 (e) The Settling Parties represent and agree that neither have received
6 and/or relied upon any advice and/or representations from the other party and/or its
7 attorneys as to the necessity for withholding or the taxability of the consideration
8 paid pursuant to this Agreement, whether pursuant to federal, state, or local income
9 tax statutes or otherwise.

10 63. Further Cooperation.

11 The Settling Parties and their respective counsel of record shall proceed
12 diligently to prepare and execute all documents, to seek the necessary Court approvals,
13 and to do all other things reasonably necessary to conclude this Settlement.

14 64. Construction and Integration.

15 This Agreement, including its exhibits, constitutes the entire agreement and
16 understanding between the Settling Parties, and supersedes any previous agreements or
17 understandings between the Settling Parties. No representations, warranties, or
18 inducements have been made to any party concerning the subject matter of this Agreement
19 and/or exhibits other than the representations, warranties, and covenants contained in such
20 documents. This Agreement and related exhibits shall be construed each as a whole, and
21 with reference to one another, according to their fair meaning and intent. Each of the
22 Settling Parties represent that its/her counsel has participated and cooperated in the drafting
23 and preparation of this Agreement and related exhibits; hence, in any construction to be
24 made of this Agreement and/or exhibits, the same shall not be construed against any party
25 on the basis that said party was the drafter.

members have notice of the Settlement; or (iii) posting publicly available information on Class Counsels' websites.

69. Continuing Jurisdiction.

Except as otherwise specifically provided for herein, Department 28 of the Superior Court of the State of California, County of Los Angeles, shall retain jurisdiction to construe, interpret, and enforce this Agreement and the settlement; to supervise all notices, the administration of the settlement and this Agreement, and distribution of the GSV; and to hear and adjudicate any dispute arising from or related to the settlement and/or this Agreement. The prevailing party to any enforcement action of this Agreement shall be entitled to its attorneys' fees and costs incurred in connection with any such enforcement action.

70. Calculation of Time

To the extent that any timeframe set out in this Agreement is ambiguous, said ambiguity shall be resolved by applying the conventions contained in California Code of Civil Procedure §§ 12-12c.

71. Dismissal of Medina II

After the Effective Date of Judgment, the Parties agree to seek dismissal of *Medina II* with prejudice pursuant to the terms of the Settlement or as ordered by the District Court.

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.



Jose Medina
Named Plaintiff and Class and
PAGA Representative

04 / 17 / 2023

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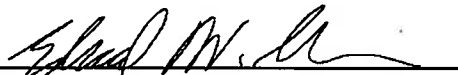
By: Robert S. Rivkin _____ Date _____

SVP & Chief Legal Officer, for
and on behalf of United Airlines,
Inc.

**APPROVED AS TO CONTENT AND
FORM:**

**DIVERSITY LAW GROUP,
P.C.**
Larry W. Lee

**LAW OFFICES OF CHOI &
ASSOCIATES**
Edward W. Choi


By: Edward W. Choi _____ Date 4/17/23

Attorneys for Named Plaintiff
Jose Medina

O'MELVENY & MYERS LLP
Adam P. KohSweeney
Kristin MacDonnell


By: Adam P. KohSweeney _____ Date 20 Apr 2023

Attorneys for Defendant
United Airlines, Inc.

EXHIBIT A

ADAM P. KOHSWEENEY (S.B. #229983)
akohsweeney@omm.com
KRISTIN MACDONNELL (S.B. #307124)
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O'MELVENY & MYERS LLP
Two Embarcadero Center, 28th Floor
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Attorneys for Defendant
UNITED AIRLINES, INC.

LARRY W. LEE (State Bar No. 228175)
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515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: 213-488-6555
Facsimile: 213-488-6554

Attorneys for Plaintiff
JOSE MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE MEDINA, as an individual and on
behalf of all aggrieved employees,

Plaintiffs,

v.

UNITED AIRLINES, INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BC 624742

Assigned to: Hon. Rupert A. Byrdsong
Dept: 28

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

ADDITIONAL COUNSEL

EDWARD W. CHOI (S.B. #211334)
edward.choi@choiandassociates.com
Paul M. Yi, Esq. SBN 207867
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: 213-381-1515
Facsimile: 213-465-4885

WILLIAM LUCAS MARDER (S.B. #170131)
bill@polarislawgroup.com
POLARIS LAW GROUP LLP
501 San Benito Street Suite 200
Hollister, CA 95023
Telephone: 831-531-4214
Fax: 831-634-0333

Attorneys for Plaintiff Jose Medina

1 Plaintiff Jose Medina's ("Plaintiff's") Motion for Preliminary Approval of Class and
2 Representative Action Settlement came before the Court on May 30, 2023.

3 Having considered the parties' Joint Stipulation of Class and Representative Action
4 Settlement & Release (the "Settlement Agreement") and Notice of Class Action Settlement,
5 attached as Exhibit B to the Settlement Agreement ("Class Notice"); the Motion for Preliminary
6 Approval of Class Action Settlement filed by Plaintiff; and good cause appearing, **HEREBY**
7 **ORDERS THE FOLLOWING:**

8 The Court grants preliminary approval of the Settlement and finds the terms to be within
9 the range of reasonableness of a settlement that ultimately could be granted approval by the Court
10 at the final approval hearing. For purposes of the Settlement, the Court finds that the proposed
11 settlement class is ascertainable and that there is a sufficiently well-defined community of interest
12 among the settlement class in questions of law and fact. Therefore, for settlement purposes only,
13 the Court grants conditional certification of the following "Settling Class Members" defined as: All
14 current and/or former employees of United who were employed as mechanics in the State of
15 California at any time from July 5, 2014, through January 31, 2023.

16 1. For purposes of the Settlement, the Court further designates named Plaintiff Jose
17 Medina as Class Representative, and Larry W. Lee and Max W. Gavron of Diversity Law Group,
18 P.C.; Edward W. Choi and Paul M. Yi of Law Offices of Choi & Associates; and William L. Marder
19 of Polaris Law Group LLP as Class Counsel.

20 2. The Court confirms Phoenix Settlement Administrators as the Settlement
21 Administrator.

22 3. A final approval hearing on the question of whether the proposed settlement should
23 be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
24 scheduled in Department 28 of this Court, located at 111 North Hill Street, Los Angeles, California
25 90012, on _____, 2023 at _____. The Court reserves the right to
26 adjourn or continue the date of the final approval hearing and all dates provided for in this Order
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1 without further notice to Class Members and retains jurisdiction to consider all further applications
2 arising out of or connected with the proposed Settlement.

3 4. At the final approval hearing, the Court will consider: (a) whether the Settlement
4 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting
5 approval of the Settlement should be entered; and (c) whether Plaintiff's application for an award
6 of attorneys' fees, reimbursement of litigation expenses, and class representative enhancement
7 should be granted.

8 5. The Court approves, as to form and content, the Class Notice attached to the
9 Settlement Agreement as **Exhibit B.**

10 6. The Court directs the mailing of the Class Notice by first class mail to the members
11 of the Class on or before the deadline to mail the notice packet pursuant to the Settlement
12 Agreement.

13 7. The Court finds that the form of Class Notice to the Class Members regarding the
14 pendency of the action and of this Settlement, and the methods of giving notice to members of the
15 Class Members to constitute the best notice practicable under the circumstances and constitute
16 valid, due, and sufficient notice to all members of the Class. The Class Notice complies fully with
17 the requirements of California Code of Civil Procedure section 382, California Civil Code section
18 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
19 and other applicable law.

20 8. The Court further approves the procedures for Class Members to participate in, opt
21 out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice. The
22 procedures and requirements for filing objections in connection with the final approval hearing are
23 intended to ensure the efficient administration of justice and the orderly presentation of any Class
24 Member's objection to the Settlement Agreement, in accordance with the due process rights of all
25 Class Members.

9. Pending the final approval hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

10. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

11. The Court orders the following schedule for further proceedings:

EVENT	TIMING
Preliminary Approval	5/30/2023
Last Day for Defendant to provide the class member data to the Settlement Administrator	Not later than fifteen (15) business days after receipt of notice of the Court's entry of an Order of Preliminary Approval
Notice Date: last day for Settlement Administrator to mail the Class Notice	Not later than ten (10) business days after receipt of the class member data
Document Receipt Deadline, i.e., the Deadline for Objections, Exclusion Requests, and Adjustment Forms	45 days after the Notice Date, unless extended by re-mailing.
Deadline for Plaintiff to file motion for final approval and supporting documents	16 court days prior to the final approval hearing
Deadline to file a response to an objection	No later than 10 court days prior to the final approval hearing
Hearing on final approval of class action settlement	10/2/2023 or later:

12. Notice of final judgment will be given to the class by posting it on the Settlement Administrator's website.

13. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in this Order without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Rupert A. Byrdsong
Judge of the Superior Court

EXHIBIT B

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

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

JOSE MEDINA, as an individual and on behalf of all aggrieved employees, Plaintiff, v. UNITED AIRLINES, INC., a Delaware Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: BC624742 Judge: Honorable Rupert A. Byrdsong Department: 28 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Jose Medina v. United Airlines, Inc.*, (Case No. BC624742) (the “Action”). You are receiving this notice because the records of United Airlines, Inc. (“United”) indicate that you are a current or former mechanic employee of United who worked in the State of California during the period from July 5, 2014, through January 31, 2023 (the “Settling Class”). As a result, you are eligible to receive a portion of the settlement amount.

This is not a notice of a lawsuit against you. **You are not being sued.** If you are currently employed by United, your participation in the Settlement will not affect your employment with United in any way whatsoever.

The Court has ordered that this notice be sent to you because United’s records indicate that you are a member of the Settling Class. The purpose of this notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

If you wish to exclude yourself from the Settlement, object and/or submit a workweek dispute, you must do so no later than _____, **2023**. Please see Sections VI and IX of this notice.

II. WHAT IS THIS LAWSUIT ABOUT?

On June 22, 2016, Plaintiff Jose Medina (“Plaintiff”), who is employed by United as a mechanic based in California, filed a Complaint in the Superior Court of the State of California for the County of Los Angeles (Case No. BC624742) (“*Medina I*”). *Medina I* asserts representative claims under the California Labor Code Private Attorneys General Act, Labor Code §§ 2698 *et*

seq. (“PAGA”), alleging that United failed to provide second duty-free meal periods to California-based Mechanics who worked more than ten hours, in violation of California Labor Code Section 226.7, and that for “some of the shifts worked for less than 10 hours” a compliant first meal period was not provided.¹ These claims were brought on behalf of a group of allegedly aggrieved employees consisting of all current and former United mechanics in California who worked a shift longer than ten hours from February 9, 2015, to present. On July 28, 2016, United filed an Answer denying all of Plaintiff’s substantive and procedural allegations in *Medina I*.

On July 25, 2018, Plaintiff filed another Complaint against United captioned *Medina v. United Airlines, Inc.*, Case No. BC715062 (Los Angeles County Superior Court), which United removed to the United District Court for the Central District of California on August 29, 2018, after which it was captioned *Medina v. United Airlines, Inc.*, Case No. 18-cv-07557 (C.D. Ca.) (“*Medina II*”). *Medina II* asserts putative class and PAGA claims, alleging five causes of action: failure to provide meal periods under Labor Code §§ 226.7 and 512; failure to provide rest periods under Labor Code § 226.7; violation of California Labor Code § 226 regarding recordkeeping; violation of Business & Professions Code § 17200 *et seq.*; and PAGA claims predicated on the preceding alleged violations.² *Medina II* brings these claims on behalf of a putative class of current and former United mechanics defined as all current and former mechanics who worked in California for Defendant from July 25, 2014, to the present. On September 5, 2018, United filed an Answer denying all of Plaintiff’s substantive and procedural allegations in *Medina II*. *Medina I* and *Medina II* are collectively referred to as the “Lawsuits.”

United believes that the Lawsuits’ claims and allegations are meritless and contends that at all times it has complied with relevant California law to the extent that said law applies to the Settling Class.

For purposes of the settlement, a First Amended Complaint was filed in *Medina I* on April 24, 2023, combining the claims in the Lawsuits and setting forth a proposed class definition of “all current and/or former employees of United who were employed as mechanics in the State of California at any time from July 5, 2014, through January 31, 2023.”

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and United have negotiated a settlement whereby United has agreed to pay \$14,000,000.00 to resolve the Lawsuits and Settling Class Members will be eligible to receive a portion of this amount. This settlement is not an admission by United or its affiliates of any liability.

III. WHO IS INCLUDED IN THIS ACTION?

All individuals employed by United in California as mechanics during the period from July 5, 2014, until January 31, 2023. The “Settling Class Period” is defined as July 5, 2014, through

¹ Pursuant to PAGA, the Named Plaintiff filed written notice with the California Labor & Workforce Development Agency on February 1, 2016.

² Pursuant to PAGA, the Named Plaintiff again filed written notice with the California Labor & Workforce Development Agency on May 15, 2018.

January 31, 2023.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. United will pay Fourteen Million United States Dollars and no cents (\$14,000,00.00) to settle the claims of the Settling Class.

B. A settlement administrator has been appointed by the Court to administer the settlement. The settlement administrator will pay from the \$14,000,000.00: **(1)** Plaintiffs' counsel's attorneys' fees, up to \$4,666,666.67 (or 33 1/3% of the \$14,000,000 settlement amount); **(2)** Plaintiffs' counsel's reasonable and necessary litigation costs, up to \$75,000; **(3)** an enhancement award not to exceed \$20,000 to Plaintiff as class representative; **(4)** the expenses of administering the settlement, which are estimated to be \$30,950.00; **(5)** 75% of the "PAGA Allocation (\$690,553.75)," consisting of 10% of the Net Settlement Value, as defined herein, which shall be paid to the California Labor & Workforce Development Agency. The remainder of the \$14,000,000.00 (the "Net Settlement Value" or "NSV") will be available to make individual settlement payments to Settling Class members.

C. The amount to be distributed to the Settling Class will be divided among all Settling Class members. The amount of money Settling Class members will receive (the "Class Member Payment") will be calculated as follows: (a) The Settlement Administrator will determine the number of weeks that a Settling Class member worked while actively employed in a class-qualifying capacity during the Settling Class Period (the "Compensable Workweeks"); (b) The total number of Compensable Workweeks attributable to all Settling Class members will then be divided into the NSV, with the number of Compensable Workweeks as the denominator and the NSV as the numerator, with the resulting number determined to two (2) decimal places; (c) The product of this calculation will be the Per Workweek Payment. The Class Member Payment to each Settling Class member shall be the number which results from multiplying the Per Workweek Payment by the number of Compensable Workweeks worked by the individual Settling Class Member.

Your estimated Compensable Workweeks and Class Member Payment may be found on the "Adjustment Form" provided to you with this Notice of Settlement.

V. WHAT AM I GIVING UP?

If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release United including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with United Airlines, Inc. or any of them (individually and collectively, "the United Releasees"), from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever, during the Settling Class Period, which the Settling Class, or individual members thereof, has, or had against the United Releasees, or any of them, which are alleged in the Lawsuits or could have been alleged in

the Lawsuits based on the facts alleged in the current or prior pleadings therein, including without limitation claims for violation of: Labor Code §§ 226, 226.7, 512, 1174, 1198, and 1199; Wage Order No. 9-2001 §§ 7 and 11; PAGA claims predicated on the foregoing; and claims under Business & Professions Code §§ 17200 *et seq.* predicated on the foregoing; and any additional claims for penalties, wages, interest or other monies predicated on the foregoing (the “Released Claims”). The Released Claims include specifically, by way of further description, but not by way of limitation, any and all claims arising out of any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the allegations set out in the Lawsuits, whether based on statutory, regulatory, or common law (including but not limited to any such claims based on the California Labor Code, Business and Professions Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil Procedure).

In furtherance of this release, as it pertains to the Released Claims only, you expressly waive any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

This waiver is not intended to expand the nature of the claims released beyond those Released Claims set out above, but rather is intended to ensure that the release is fully enforceable and is not impeded by Section 1542.

VI. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$14,000,000.00 settlement and be bound by the release of all claims described in Section V above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the settlement administrator.

B. *You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement.* If you choose to be excluded from the settlement, you must send a written request for exclusion, by mail, postmarked no later than [REDACTED] (45 calendar days after mailing of this Notice) to the settlement administrator, Phoenix Settlement Administrators, [Address]. In order to be considered valid, your request for exclusion **must** be timely sent and **must** include your name, your address, and a request for exclusion stating words to the effect that, “I choose to opt out of the United Airlines class action settlement,” and your signature.

C. *You may object to the settlement.* The procedures for objecting to the settlement are described below in Section IX of this form.

D. *You may dispute the amount of Compensable Workweeks credited to you.* Please see the accompanying Adjustment Form for instructions, which must be returned to the Settlement Administrator by mail, postmarked no later than [REDACTED] (45 calendar days after mailing of this Notice).

VII. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check.

B. 34% of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining 66% of your share of the settlement. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

Class members should consult with their tax advisers concerning the tax consequences of any payment they receive. No provision of the Settlement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall 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). You must rely exclusively upon your own, independent legal and tax advisers-for advice (including tax advice) in connection with this Settlement. Your participation in this Settlement is not based upon the recommendation of any other party or any attorney or advisor to any other party. You are 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 you. 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 you of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

C. It is important for the Settlement Administrator to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VIII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [REDACTED], 2023, at [REDACTED] a.m., in Department 28 of the Los Angeles Superior Court, located at the Stanley Mosk Courthouse at 111 North Hill Street, Los Angeles, CA 90012 to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiff and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you plan to attend the hearing, you may contact the Settlement Administrator to confirm the date and time.

IX. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object in writing you must: (1) file a signed written objection in which you provide your name, address, and telephone number and state the basis for your objection with the Court and whether you are represented by counsel; (2) send a copy of the objection to the Settlement Administrator at the address below; and (3) send copies of the objection to counsel for the Plaintiff and counsel for United at the addresses below postmarked on or before [REDACTED], 2023 (45 calendar days after mailing this notice). Any written objection or other correspondence related to this Settlement must state the name and number of the case, which is *Medina v. United Airlines, Inc.*, Case No. BC 624742 (Los Angeles County Superior Court).

Anyone wishing to appear at the Final Approval Hearing to make an objection to the Settlement shall be permitted to do so, whether or not they submit a written objection as set forth above.

X. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number BC 624742 (Los Angeles County Superior Court). The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the Archives and Records Center of the Los Angeles County Superior Court, located at 111 North Hill Street, Room 212, Los Angeles, CA, 90012.

If you have any questions, you can contact the Settlement Administrator at [REDACTED] or any of Class Counsel (see below for contact information.)

LARRY W. LEE (S.B. #228175) lwlee@diversitylaw.com Max W. Gavron (S.B. #291697) DIVERSITY LAW GROUP, P.C. 515 S. Figueroa St., Suite 1250 Los Angeles, CA 90071 Telephone: 213-488-6555 Facsimile: 213-488-6554 EDWARD W. CHOI (S.B. #211334) edward.choi@choiandassociates.com Paul M. Yi, Esq. (S.B. #207867) LAW OFFICES OF CHOI & ASSOCIATES 515 S. Figueroa St., Suite 1250 Los Angeles, CA 90071 Telephone: 213-381-1515 Facsimile: 213-465-4885	WILLIAM LUCAS MARDER (S.B. #170131) bill@polarislawgroup.com POLARIS LAW GROUP LLP 501 San Benito Street Suite 200 Hollister, CA 95023 Telephone: 831-531-4214 Fax: 831-634-0333
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PLEASE DO NOT CONTACT THE COURT, UNITED, OR UNITED'S ATTORNEYS REGARDING THIS SETTLEMENT.

EXHIBIT C

ADJUSTMENT FORM

**JOSE MEDINA v. UNITED AIRLINES, INC.
Los Angeles Superior Court Case No. BC624742**

**You do NOT have to mail this Adjustment Form to get your Individual
Settlement Payment.**

**Return this form to the Settlement Administrator by [REDACTED], 2023 ONLY if you need to correct
any of the employment information reported below.**

MAIL TO:

Jose Medina v. United Airlines, Inc.

c/o [REDACTED].

insert address

TO CLASS MEMBER [MERGED_FirstName] [MERGED_LastName]:

**TO RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE
ANY ACTION.**

1. Under the terms of the Joint Stipulation of Class and Representative Action Settlement and Release between Plaintiff Jose Medina and Defendant United Airlines, Inc. ("Settlement Agreement"), you are entitled to receive a Class Member Payment in the approximate estimated amount of \$[MERGED_EstSettAmnt_CALC], minus all applicable payroll and tax deductions, after the Court approves the Settlement, and after it goes into effect. Your Individual Settlement Payment will be treated as follows: sixty-six percent (66%) to satisfaction of claims for interest and penalties and thirty-four percent (34%) to the satisfaction of claims for unpaid wages. All settlement payment for wages shall be subject to required withholdings and deductions for W-2 wage payments. With regard to payments in settlement of claims for penalties and interest, these payments shall be issued through a Form 1099 and not subject to withholdings or deductions. The Parties agree that all Settling Class Members who receive any payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. Your Class Member Payment reflected on this Adjustment Form is only an estimate. The exact amount of your Class Member Payment could vary, up or down, based on the final calculations and number of participating class members.
2. Your Class Member Payment is based on the number of Compensable Workweeks you were actively employed in a class-qualifying capacity during the Settling Class Period. United's records show that you were employed in a class-qualifying capacity between [REDACTED] and [REDACTED].

3. You have been credited with [MERGED] Compensable Workweeks for purposes of calculating your Class Member Payment. The manner in which Compensable Workweeks and your Class Member Payment were calculated is described in the enclosed Notice of Class Action Settlement.
4. If you believe this amount is correct and you **DO NOT** wish to dispute the total amount of Compensable Weeks being credited to you, **YOU SHOULD NOT RETURN THIS FORM AND DO NOT NEED TO TAKE ANY FURTHER ACTION TO BE ELIGIBLE FOR AN INDIVIDUAL SETTLEMENT PAYMENT.** The Class Member Payment will be mailed to you if and after the Court gives final approval to the Settlement.
5. **YOU SHOULD ONLY COMPLETE THIS SECTION IF YOU DISPUTE** the number of Compensable Workweeks listed above. To file a dispute you must: (1) check the dispute box below and fully complete the chart that follows, including specifying the dates you believe you worked during the Settling Class Period and providing documents to establish the accuracy of your contention; (2) sign this form; (3) provide the last four digits of your social security number; and (4) mail the completed and signed form to the Settlement Administrator so that it is postmarked no later than [DATE, 2023]. The Settlement Administrator will review all valid dispute forms and notify you of the results by written notice. Unresolved disputes will be decided by the Settlement Administrator, subject to final approval by the Court. Late or incomplete disputes, or disputes that are mailed without a visible postmark date, will not be considered, and your Individual Settlement Payment will be based on the workweeks listed in Section 3, above.

QUESTIONS?

CONTACT THE SETTLEMENT ADMINISTRATOR AT [redacted]
[address/fax/email]

☐ I WANT TO DISPUTE the number of Compensable Workweeks credited to me under this Settlement. I worked the following number of Compensable Workweeks:

	Dates of Employment During the Settling Class Period
	Compensable Workweeks Worked During the Settling Class Period

Date

Employee Signature

Daytime Telephone Number

Print Name

Last 4 digits of Social Security Number: ____ ____ ____ ____

YOU SHOULD NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF COMPENSABLE WORKWEEKS STATED IN SECTION 3 ABOVE.