CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Danny Lopez ("Plaintiff Lopez") in the case entitled *Danny Lopez v. Aircraft Service International, Inc., et al.* (United States District Court Case No. 2:21-cv-07108-DMG-E) (the "*Lopez* Action"), Plaintiff Jorge Gonzalez Trejo ("Plaintiff Trejo") in the case entitled *Jorge Gonzalez Trejo v. Menzies Aviation (USA) Inc., et al.* (Los Angeles Superior Court Case No. 23STCV15453) (the "*Trejo* Action"), and Plaintiff Lewis Renteria ("Plaintiff Renteria" and hereinafter together with Plaintiff Lopez and Plaintiff Trejo, "Plaintiffs") in the case entitled *Lewis Renteria v. Aircraft Service International, Inc., et al.* (San Diego Superior Court Case No. 25CU019342C) (the "*Renteria* Action"), on the one hand, and Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc., and Air Menzies International (USA) Inc. (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as the "Parties," or individually as "Party."

1. **DEFINITIONS**

1.1. "Actions" means the following cases: (i) Plaintiff Lopez's lawsuit alleging wage and hour violations against Defendants captioned *Danny Lopez v. Aircraft Service International, Inc., et al.*, initiated on July 21, 2021 and pending in the United States District Court for the Central District of California, Case No. 2:21-cv-07108-DMG-E; (ii) Plaintiff Trejo's lawsuit alleging wage and hour violations against Defendants Menzies Aviation (USA), Inc. and Aircraft Service International, Inc., captioned *Jorge Gonzalez Trejo v. Menzies Aviation (USA), Inc., et al.*, initiated on June 30, 2023 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15453; and (iii) Plaintiff Renteria's lawsuit alleging wage and hour violations against Defendants Aircraft Service International, Inc. and Menzies Aviation (USA), Inc. captioned *Lewis Renteria v. Aircraft Service International, Inc., et al.*, initiated on April 7, 2025 and pending in Superior Court of the State of California, County of San Diego, Case No. 25CU019342C.

1.2. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.3. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. "Aggrieved Employee" means a non-exempt employee of Defendants in California during the PAGA Period.

1.5. "*Amaya* Action" means the case entitled *Dora Patricia Amaya, et al. v. Menzies Aviation (USA), Inc.* (United States District Court Case No. 2:22-cv-05915-HDV-MAR), which was filed on August 19, 2022.

1.6. “Certified *Amaya* Claims” means all claims certified in the *Amaya* Action on February 8, 2024, including: (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties.

1.7. “Class” means all non-exempt employees of Defendants in California during the Class Period.

1.8. “Class Counsel” means Matern Law Group, PC and The Nourmand Law Firm, APC.

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

1.10. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.11. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.12. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.13. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.14. “Class Period” means: (i) the period from June 30, 2019 through June 23, 2025 for all Released Class Claims except the Certified *Amaya* Claims; and (ii) the period from February 9, 2024 through June 23, 2025 for the Certified *Amaya* Claims.

1.15. “Class Representatives” means the named Plaintiffs in the Actions seeking Court approval to serve as Class Representatives: Danny Lopez; Jorge Gonzalez Trejo; and Lewis Renteria.

1.16. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

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

1.18. “Defendants” means Defendants Aircraft Service International, Inc., Menzies Aviation (USA), Inc., and Air Menzies International (USA), Inc.

1.19. "Defense Counsel" means Foley & Lardner LLP.

1.20. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. "Employer's Share of Payroll Taxes" means taxes paid by the employer on the Wage Portion of Individual Class Payments, including Federal Unemployment Act Tax taxes, Federal Insurance Contributions Act taxes, state unemployment insurance taxes, and Employee Training Tax payments.

1.22. "Final Approval" means the Court's order granting final approval of the Settlement.

1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.24. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.25. "Gross Settlement Amount" means Four Million Dollars and Zero Cents ($4,000,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below and except for the Employer's Share of Payroll Taxes which shall be paid separately. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment.

1.26. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

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

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

1.29. "*Lopez* Action" means the case entitled *Danny Lopez v. Aircraft Service International, Inc., et al.*, United States District Court Case No. 2:21-cv-07108-DMG-E.

1.30. "LWDA" means the California Labor and Workforce Development Agency.

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

1.32. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.33. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

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

1.35. “PAGA Notices” means (i) Plaintiff Lopez’s February 11, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a); and (ii) Plaintiff Trejo’s June 30, 2023 letter to Defendants Menzies Aviation (USA) Inc. and Aircraft Service International, Inc. and to the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.36. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.37. “PAGA Penalties” means Five Hundred Thousand Dollars and Zero Cents ($500,000.00), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% ($125,000.00) to the Aggrieved Employees and the 75% ($375,000.00) to the LWDA in settlement of the PAGA claims.

1.38. “PAGA Period” means the period from May 17, 2020 through June 23, 2025.

1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.40. “Plaintiff Lopez” means Plaintiff Danny Lopez.

1.41. “Plaintiff Renteria” means Plaintiff Lewis Renteria.

1.42. “Plaintiff Trejo” means Plaintiff Jorge Gonzalez Trejo.

1.43. “Plaintiffs” means Danny Lopez, Jorge Gonzalez Trejo, and Lewis Renteria, the named Plaintiffs in the Actions.

1.44. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.45. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.

1.46. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.47. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.48. "Released Parties" means Defendants, Menzies Aviation, Inc., Aeroground, Inc., Simplicity Ground Services LLC, John Menzies Limited, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.49. "*Renteria* Action" means the case entitled *Lewis Renteria v. Aircraft Service International, Inc., et al.*, San Diego Superior Court Case No. 25CU019342C.

1.50. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.51. "Response Deadline" means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; (b) fax, email, or mail their Objection to the Settlement; and/or (c) challenge their number of Workweeks and/or PAGA Pay Periods. Class Members to whom the Class Notice is re-mailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiration date.

1.52. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.53. "*Trejo* Action" means the case entitled *Jorge Gonzalez Trejo v. Menzies Aviation (USA), Inc. et al.*, Los Angeles Superior Court Case No. 23STCV15453.

1.54. "Workweek" means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. <u>RECITALS</u>

2.1. On July 21, 2021, Plaintiff Lopez commenced the *Lopez* Action by filing a complaint against Defendants in the Superior Court of California, County of Los Angeles (Case No. 21STCV26797), alleging a single cause of action for penalties under PAGA. Plaintiff Lopez's complaint alleges the following predicate Labor Code violations: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Permit Employees to Inspect or Receive Copy of Records; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Pay All Wages Due to Discharged and Quitting Employees; (8) Failure to Maintain Required Records; (9) Failure to Furnish Accurate Itemized Wage Statements; and (10) Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties.

2.2. On September 2, 2021, Defendants removed the *Lopez* Action to the United States District Court for the Central District of California.

2.3. On June 30, 2023, Plaintiff Trejo commenced the *Trejo* Action against Defendants Menzies Aviation (USA) Inc. and Aircraft Service International, Inc. in the Superior Court of California, County of Los Angeles (Case No. 23STCV15453), alleging putative class claims for the following causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay All Wages Upon Termination; (6) Failure to Provide Accurate Wage Statements; and (7) Unfair Competition. On January 9, 2024, Plaintiff Trejo filed a First Amended Complaint alleging a representative PAGA cause of action seeking civil penalties for the asserted Labor Code violations. On August 5, 2024, the Court entered an order dismissing, without prejudice, Plaintiff Trejo's class claims for meal and rest period violations due to the Certified *Amaya* Claims.

2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Lopez and Plaintiff Trejo gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.5. On April 7, 2025, Plaintiff Renteria commenced the *Renteria* Action against Defendants in the Superior Court of California, County of San Diego (Case No. 25CU019342C), alleging the following putative class claims for the period from February 9, 2024 to the present: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Furnish Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (8) Unfair and Unlawful Business Practices.

2.6. On April 19, 2025, the Parties participated in an all-day mediation presided over by Steve Rottman, which led to this Agreement to settle the Actions.

2.7. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, time records, pay records, and other information relating to the size and scope of the Class and Aggrieved Employees, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.8. Class certification has not been granted in the *Renteria* Action or in the *Trejo* Action.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, and except for the Employer's Share of Payroll Taxes which Defendants shall pay separately from and in addition to the Gross Settlement Amount, Defendants promise to pay Four Million Dollars and Zero Cents ($4,000,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Twenty Thousand Dollars and Zero Cents ($20,000.00) each, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members, for a total of Sixty Thousand Dollars ($60,000.00). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($1,333,333.33) and a Class Counsel Litigation Expenses Payment of not more than One Hundred Seventy Thousand Dollars and Zero Cents ($170,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099

Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $40,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $40,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) to be paid from the Gross Settlement Amount, with 75% ($375,000.00) allocated to the LWDA PAGA Payment and 25% ($125,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($125,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods.

Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of their records to date, Defendants estimate that there are approximately 6,107 Class Members who collectively worked a total of 515,796 Workweeks during the Class Period, and 5,310 Aggrieved Employees who worked a total of 215,923 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than either January 2, 2026 or 15 days after the Effective Date, whichever is later.

4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks and/or transmit funds for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid.

The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without a USPS forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Participating Class Member whose Individual Class Payment check or Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and the Employer's Share of Payroll Taxes, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released

Parties as of the date of execution of this Agreement ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims exclude the release of claims not permitted by law and do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the execution of this Agreement. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, including: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages and/or to properly calculate overtime wages due; (d) failure to pay minimum wages ; (e) failure to pay all wages upon termination; (f) failure to furnish accurate itemized wage statements; (g) failure to reimburse for necessary expenditures incurred in discharge of duties; (h) failure to permit employees to inspect or receive a copy of records; (i) failure to timely pay wages during employment; (j) failure to maintain required records; and (k) unfair competition (the "Released Class Claims"). The Released Class Claims expressly exclude the Certified *Amaya* Claims from the beginning of the Class Period through February 8, 2024, the date of certification. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were pled in the operative complaints in the Actions and/or the PAGA Notices or that reasonably could have been pled based upon the factual allegations in the operative complaints in the Actions and/or the PAGA Notices, including without limitation those claims covered by the Released Class Claims ("Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents; (vi) a redlined version of the Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2. Remand of the *Lopez* Action. Prior to filing the Motion for Preliminary Approval, Plaintiff Lopez and Defendants will file a stipulation and proposed order in the district court to remand the *Lopez* Action to state court for purposes of settlement approval. After the *Lopez* Action is remanded to Los Angeles Superior Court, the Parties will file a stipulation to relate the *Lopez* Action to the *Trejo* Action for purposes of settlement approval. Plaintiffs will file the Motion for Preliminary Approval to be heard before the assigned judge in the *Trejo* Action within 30 days after the Court enters an order relating the *Lopez* Action to the *Trejo* Action. In the event that the Court does not approve the Parties' stipulation to relate the *Lopez* Action to the *Trejo* Action for purposes of settlement approval, the Parties will stipulate to Plaintiff Trejo filing an amended complaint adding Plaintiff Lopez and Plaintiff Renteria as additional plaintiffs to the *Trejo* Action.

6.3. Stay of the *Renteria* Action. Plaintiff Renteria and Defendants agree that they will file a stipulation and proposed order to stay the *Renteria* Action pending the outcome of the settlement approval process. After the *Lopez* Action is remanded to state court for purposes of settlement approval, Plaintiff Lopez and Defendants will file a stipulation and proposed order for leave to file a First Amended Complaint in the *Lopez* Action adding Plaintiff Renteria as a named plaintiff and adding Plaintiff Renteria's putative class allegations for the period beginning on February 9, 2024, as set forth in the operative complaint in the *Renteria* Action. In the event that the Court does not approve the Parties' stipulation to relate the *Lopez* Action to the *Trejo* Action for purposes of settlement approval, the Parties will stipulate to Plaintiff Trejo filing an amended complaint adding Plaintiff Lopez and Plaintiff Renteria as additional plaintiffs in the *Trejo* Action and adding Plaintiff Renteria's putative class allegations for the period beginning on February 9, 2024, as set forth in the operative complaint in the *Renteria* Action.

6.4. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the *Lopez* Action is related to the *Trejo* Action in state court. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.5. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 21 days after receipt of the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.4.4. The Response Deadline for Class Members to submit written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or first-class US Mail, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. <u>Requests for Exclusion (Opt Outs)</u>.

7.5.1. Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees cannot request to be excluded from the PAGA components of the Settlement.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all of the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Released Class Claims under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. <u>Challenges to Calculation of Workweeks and/or PAGA Pay Periods</u>. Class Members shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2. Requests for Exclusion (Opt Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the

Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by the Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on their records, Defendants estimate that, as of March 31, 2025, there were 5,956 Class Members who collectively worked a total of 486,473 Workweeks during the Class Period, and 5,156 Aggrieved Employees who worked a total of 201,998 PAGA Pay Periods. To the extent that the actual number of Workweeks in the Class Period exceeds 486,473 by more than 7%, Defendants shall increase the Gross Settlement Amount by the percentage increase in the number of Workweeks above 7% of 486,473 Workweeks (*e.g.*, if the number of Workweeks increases by 8%, Defendants shall increase the Gross Settlement Amount by 1%).

9. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no

force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively, "Motion for Final Approval").

10.1. Response to Objections. Each Party retains the right to respond to any objections raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of the release to be granted by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Participating Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

12.3. Confidentiality Prior to Preliminary Approval. The Parties agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter, including specifically counsel representing the class on the Certified *Amaya* Claims; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) to prospective settlement administrators in order to obtain estimates of administration expenses; or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, nor Defendants' usual and customary communications with Class Members in the ordinary course of regular business activities unrelated to the Actions.

12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment.

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

12.7. Cooperation: The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement are and remain the sole property of Defendants and may be used only with respect to this Settlement, and for no other purpose, and furthermore may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs and the Administrator shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil procedure § 583.330(a), the time within which the Actions must be brought to trial shall be extended by that period of time from the date of execution of this Agreement to the date on which the Court enters judgment or the date on which the Court enters an order declining to grant approval of this Agreement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure § 583.310.

Dated: July 03, 2025

Danny Lopez (Jul 3, 2025 14:46 PDT)
Plaintiff Danny Lopez

Dated: ____________, 2025

____
Plaintiff Jorge Gonzalez Trejo

Dated: ____________, 2025

____
Plaintiff Lewis Renteria

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Dated: ____________, 2025

____
Plaintiff Danny Lopez

Dated: 7/3, 2025

[signature]
____
Plaintiff Jorge Gonzalez Trejo

Dated: ____________, 2025

____
Plaintiff Lewis Renteria

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Dated: ______________, 2025

____
Plaintiff Danny Lopez

Dated: ______________, 2025

____
Plaintiff Jorge Gonzalez Trejo

Dated: July 02, 2025

Lewis Renteria (Jul 2, 2025 19:15 PDT)
Plaintiff Lewis Renteria

Dated: Juy 7th, 2025	Aircraft Service International, Inc. By: ______________ Name: Christopher Devaney Title: SVP Finance
Dated: July 7th, 2025	Menzies Aviation (USA) Inc. By: ______________ Name: Christopher Devaney Title: SVP Finance
Dated: July 8th, 2025	Air Menzies International (USA) Inc. By: ______________ Name: Carlos Font Title: EVP AIR MENZIES INTERNATIONAL

APPROVED AS TO FORM:

Dated: ______________, 2025	MATERN LAW GROUP, PC ______________ MATTHEW W. GORDON DALIA KHALILI VANESSA M. RODRIGUEZ Attorneys for Plaintiffs DANNY LOPEZ and LEWIS RENTERIA
Dated: ______________, 2025	THE NOURMAND LAW FIRM, APC ______________ MICHAEL NOURMAND JAMES A. DE SARIO Attorney for Plaintiff JORGE GONZALEZ TREJO

Dated: _____________, 2025

Aircraft Service International, Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

Dated: _____________, 2025

Menzies Aviation (USA) Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

Dated: _____________, 2025

Air Menzies International (USA) Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

APPROVED AS TO FORM:

Dated: July 3, 2025

MATERN LAW GROUP, PC

____

MATTHEW W. GORDON
DALIA KHALILI
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
DANNY LOPEZ and LEWIS RENTERIA

Dated: _____________, 2025

THE NOURMAND LAW FIRM, APC

____

MICHAEL NOURMAND
JAMES A. DE SARIO
Attorneys for Plaintiff
JORGE GONZALEZ TREJO

Dated: ______________, 2025

Aircraft Service International, Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

Dated: ______________, 2025

Menzies Aviation (USA) Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

Dated: ______________, 2025

Air Menzies International (USA) Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

APPROVED AS TO FORM:

Dated: ______________, 2025

MATERN LAW GROUP, PC

____

MATTHEW W. GORDON
DALIA KHALILI
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
DANNY LOPEZ and LEWIS RENTERIA

Dated: July 3, 2025

THE NOURMAND LAW FIRM, APC

James A. De Sario

MICHAEL NOURMAND
JAMES A. DE SARIO
Attorneys for Plaintiff
JORGE GONZALEZ TREJO

Dated: July 8, 2025

FOLEY & LARDNER LLP

CHRISTOPHER WARD
Attorneys for Defendants
AIRCRAFT SERVICE INTERNATIONAL, INC., MENZIES AVIATION (USA) INC., and AIR MENZIES INTERNATIONAL (USA) INC.

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Lopez v. Aircraft Service International, Inc., et al. **(Los Angeles Superior Court Case No. 21STCV26797)**

Trejo v. Menzies Aviation (USA) Inc., et al. **(Los Angeles Superior Court Case No. 23STCV15453)**

Renteria v. Aircraft Service International, Inc., et al. **(San Diego Superior Court Case No. 25CU019342C)**

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from employee class action lawsuits ("Actions") entitled *Lopez v. Aircraft Service International, Inc., et al.* (Los Angeles Superior Court Case No. 21STCV26797), *Trejo v. Menzies Aviation (USA) Inc., et al.* (Los Angeles Superior Court Case No. 23STCV15453), and *Renteria v. Aircraft Service International, Inc., et al.* (San Diego Superior Court Case No. 25CU019342C) for alleged wage and hour violations. The Actions were filed by Danny Lopez, Jorge Gonzalez Trejo, and Lewis Renteria (collectively, "Plaintiffs") and seek (1) monetary relief for a class of all non-exempt employees of Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc., and/or Air Menzies International (USA) Inc. (collectively, "Defendants") in California at any time during the Class Period from June 30, 2019 through June 23, 2025 ("Class Members"); and (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees of Defendants in California at any time during the PAGA Period from May 17, 2020 through June 23, 2025 ("Aggrieved Employees").

The scope of the Settlement expressly **excludes** all certified claims in the case entitled *Amaya v. Menzies Aviation (USA) Inc.* (U.S. District Court Case No. 2:22-cv-05915-HDV-MAR) (the "*Amaya* Action"), from the beginning of the Class Period through February 8, 2024, including claims for (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties. **If you are member of the certified class in the *Amaya* Action, you will remain eligible to recover money in that case even if you participate in this Settlement**.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $ [ ] (less withholdings) and your Individual PAGA Payment is estimated to be $ [ ]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [ ] workweeks during the Class Period and you worked [ ] pay periods during the PAGA Period**. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You do not have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (i.e., the Released Class Claims and the Released PAGA Claims, if you qualify as an Aggrieved Employee).
You can opt out of the Class Settlement but not the PAGA Settlement.	If you do not want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for

The opt out deadline is [ ].	an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. *See* Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. **Written objections must be submitted by [ ].**	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. *See* Section **7** of this Notice.
You can participate in the Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on [ ]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own expense), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. *See* Section 8 of this Notice.
You can challenge the calculation of your Workweeks/Pay Periods. **Written challenges must be submitted by [ ].**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [ ]. *See* Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are current and former non-exempt employees of Defendants. The Actions allege Defendants violated California labor laws by, among other things, failing to provide meal periods and rest periods, failing to pay overtime wages and minimum wages, failing to pay all wages due upon separation, failing to reimburse necessary business expenses, failing to furnish accurate itemized wage statements, failing to maintain required records, and failing to timely pay wages. Based on the same claims, Plaintiffs Lopez and Trejo have also asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act (Labor Code sections 2698, *et seq*.) ("PAGA"). Defendants deny the allegations in the Actions and Defendants assert they have properly paid non-exempt employees.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an end to the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

a. <u>Defendants Will Pay $4,000,000.00 as the Gross Settlement Amount</u>. Defendants have agreed to deposit the Gross Settlement Amount of $4,000,000.00 into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount either by January 2, 2026 or not more than 15 days after the Judgment entered by the Court becomes final, whichever is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. <u>Court Approved Deductions from the Gross Settlement Amount</u>. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to $1,333,333.33 (one-third of the Gross Settlement Amount) to Class

Counsel (Matern Law Group, PC and The Nourmand Law Firm, APC) for attorneys' fees and up to $170,000.00 for litigation expenses. To date, Class Counsel has worked on and incurred expenses in the Actions without payment.

ii. Up to $20,000.00 to each Plaintiff, for a total of $60,000.00, as Class Representative Service Payments for filing the Actions, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

iii. Up to $40,000.00 to the Administrator for services administering the Settlement.

iv. Up to $500,000.00 for PAGA Penalties, allocated 75% ($375,000.00) to be paid to the LWDA and 25% ($125,000.00) in Individual PAGA Payments to be paid to Aggrieved Employees pro rata based on their respective number of PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

c. <u>Net Settlement Amount Distributed to Class Members</u>. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

d. <u>Taxes Owed on Payments to Class Members</u>. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

e. <u>Need to Promptly Cash Payment Checks</u>. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

f. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [ ], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [ ] Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement that you elect to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

g. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

h. The Proposed Settlement Will Be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

i. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion or objections. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

j. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement. **If you are a member of the certified class in the *Amaya* Action, however, you will remain eligible to recover money in that case for the certified claims, even if you participate in this Settlement.**

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, including: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages and/or to properly calculate overtime wages due; (d) failure to pay minimum wages ; (e) failure to pay all wages upon termination; (f) failure to furnish accurate itemized wage statements; (g) failure to reimburse for necessary expenditures incurred in discharge of duties; (h) failure to permit employees to inspect or receive a copy of records; (i) failure to timely pay wages during employment; (j) failure to maintain required records; and (k) unfair competition (the "Released Class Claims"). The Released Class Claims expressly exclude the Certified *Amaya* Claims from the beginning of the Class Period through February 8, 2024, the date of certification. Except for the Released PAGA Claims, if eligible as an Aggrieved Employee, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released Parties" means Defendants, Menzies Aviation, Inc., Aeroground, Inc., Simplicity Ground Services LLC, John Menzies Limited, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

The "Certified *Amaya* Claims" means all claims certified on February 8, 2024 in the case entitled *Dora Patricia Amaya, et al. v. Menzies Aviation (USA), Inc.* (United States District Court Case No. 2:22-cv-05915-HDV-MAR), including: (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties.

k. <u>Aggrieved Employees' PAGA Release</u>. After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims, whether or not the Aggrieved Employees exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

"Released PAGA Claims" means all claims for PAGA penalties arising during the PAGA Period that were pled in the operative complaints in the Actions and/or the PAGA Notices or that reasonably could have been pled based upon the factual allegations in the operative complaints in the Actions and/or the PAGA Notices, including without limitation those claims covered by the release language in Section 3(j) of this Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $125,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. You have until [ ] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

a. <u>Participating Class Members.</u> The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.

b. <u>Non-Participating Class Members.</u> The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who qualifies as an Aggrieved Employee).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the Class Settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as *Lopez v. Aircraft Service International, Inc., et al.*, *Trejo v. Menzies Aviation (USA) Inc., et al.,* and *Renteria v. Aircraft Service International, Inc. et al.*, and include your identifying information (full name, address, telephone number, and last 4 digits of social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [ ], or it will be invalid. Section 9 of the Notice has the Administrator's contact information. Remember, you cannot opt out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, reasonable, and adequate, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website ([ ]).

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [ ]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions as *Lopez v. Aircraft Service International, Inc., et al.*, *Trejo v. Menzies Aviation (USA) Inc., et al.,* and *Renteria v. Aircraft Service International, Inc. et al.*, and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at their own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. *See* Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. Remember, you cannot object to the PAGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [ ] at [ ] in Department SSC-10 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([ ]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Actions, Case No. 21STCV26797 and Case No. 23STCV15453. You can also make an appointment to personally review court documents in the Clerk's Office.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for the Settlement Administrator is as follows:

[ ]

The contact information for Class Counsel is as follows:

Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
Irina Kirnosova, Esq.
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Facsimile (310) 553-3606
Attorneys for Plaintiff Jorge Gonzalez Trejo

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.