

EXHIBIT 1

**CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT**

This Class Action and PAGA Representative Action Settlement Agreement (“Settlement Agreement” or “Settlement”) is made by, between, and among the named Plaintiffs Dan Goldthorpe, James Donovan, Chris Bennett, James Isherwood, and David Vincent (“Plaintiffs” or “Named Plaintiffs”), on the one hand, and Defendants Cathay Pacific Airways Limited and USA Basing Limited (“Defendants”), on the other hand (collectively, the “Parties”), with regard to the lawsuit entitled *Dan Goldthorpe, et al. v. Cathay Pacific Airways Limited, et al.* pending before the U.S. District Court for the Northern District of California (“Court”), Case No. 3:17-cv-03233 (the “Class Action”).

Subject to the preliminary and final approval of the Court, the Parties agree to settle the Class Action on the terms and conditions set forth herein.

DEFINITIONS

For purposes of this Settlement Agreement, the following terms shall have the following meanings:

1. “Administrative Costs” shall mean the Settlement Administrator’s fees, costs, and expenses in connection with the claims administration services to be rendered pursuant to this Settlement Agreement, including mailing the Notice of Settlement, related efforts to locate Class Members, and distributing settlement proceeds to Class Members. The amount of those Administrative Costs is subject to the Court’s approval.

2. “Attorneys’ Fees and Costs” shall mean the amount of attorneys’ fees and litigation expenses and costs approved by the Court to be paid to Class Counsel.

3. “Class Counsel” shall mean the attorneys representing Plaintiffs in the Class Action: David E. Mastagni, Kenneth E. Bacon, and Taylor Davies Mahaffey of Mastagni Holstedt, APC and Nathan D. Alder of Christensen and Jensen Attorneys.

4. “Class Members” or “Class” means all individuals who have worked as California-based pilots for Defendants at any time during the period from June 5, 2013 through to the date of Preliminary Approval, other than those who timely request exclusion (*i.e.* opt out) from the Settlement in the manner provided in Paragraph 62 below or who executed a settlement and release of claims related to this Class Action with Defendants prior to the Effective Date. The individuals who previously executed a settlement and release of claims related to this Class Action are excluded from this Settlement because the Court has upheld the validity of the releases they executed, which released all claims in the Complaint. (Dkt. No. 224)

5. “Class Member Database” shall list the Class Members’ name, last known address, last known email, social security number, number of Flight Shifts, total Duty Hours for each Flight Shift, the date of each Flight Shift, and Class Members’ “Basic Monthly Salary” as detailed on their pay stubs from June 5, 2013 to September 1, 2016. Defense Counsel will

provide any Class Member's name, last known address, last known email, and social security number which are in its control to the Settlement Administrator within fifteen (15) business days of Preliminary Approval. Class Counsel shall provide the Class Members' number of Flight Shifts, total Duty Hours for each Flight Shift, the date of each Flight Shift, and Class Members' "Basic Monthly Salary" as detailed on their pay stubs from June 5, 2013 to September 1, 2016 to the Settlement Administrator and Defense' Counsel within fifteen (15) business days of Preliminary Approval. The Settlement Administrator shall maintain this database, and all data contained within the database, be treated as private and confidential and shall not disclose such data to any persons or entities, other than the Parties' counsel in the Class Action. The Parties' counsel shall not disclose this information to any individual or entity other than to those who are necessarily required to be involved in implementing this Settlement Agreement. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List ("NCOA") and will take other necessary steps to determine correct addresses.

6. "Class Period" means the period beginning on June 5, 2013, through the date of Preliminary Approval.

7. "Complaint" means the putative class action complaint filed in the Class Action on June 5, 2013, asserting the following claims against Defendants:

(1) Failure to Pay Overtime/Double-Time Compensation (Cal. Labor Code §§510, 1194); (2) Failure to Timely Pay Wages when Due (Cal. Labor Code §§204, 210); (3) Failure to Provide Meal Periods & Rest Periods When Required (Cal. Labor Code §§226.7, 512); (4) Failure to Pay Minimum Wage (Cal. Labor Code §§1182.12, 1197, Wage Order 9 section 4); (5) Failure to Pay Reporting Time Pay (Wage Order 9 §5); (6) Unlawful withholding of Wages earned pursuant to Statute or Contract (Cal. Labor Code §§221, 222, 223, 225.5); (7) Waiting Time Penalties (Cal. Code Cal. Labor Code §§203); (8) Failure reimburse costs and expenditures incurred in the course of employment (Cal. Labor Code §2802); (9) Violation of Prohibition on Securing Unlawful Terms and Conditions in an Employment Agreement (Cal. Labor Code §§432.5); (10) Failure to Adhere to California Record Keeping Requirements (Cal. Labor Code §§ 226, 226.3, 1174, 1174.5, 1198; Wage Order No. 9 §7); (11) Failure to Furnish Accurate Itemized Wage Statements (Cal. Labor Code §§204, 226, 226.3; IWC Wage Order No. 9, §7); (12) Private Attorneys General Act Claim for Violation of Cal. Labor Code Provisions (Cal. Labor Code § 2698 et seq.); (13) Unfair Business Practices (Cal. Business & Professions Code §17200 et seq.); (14) Declaratory Relief (28 U.S.C. §2201 et. seq. and Cal. Code of Civil Procedure §1060 et. seq.) ("the Complaint".)

8. "Defense Counsel" means the attorneys representing Defendants in the Class Action: John P. Zaimes, Sara T. Schneider, and Jeffrey B. Weston of ArentFox Schiff and Neil M. Soltman of the Law Offices of Neil M. Soltman.

9. "Duty Hours" shall correspond to the number of hours listed for each Flight Shift in Defendants' Activity Log Production under the column "Duty Hours", as provided by

Defendants to Plaintiffs on or around October 31, 2023, and shall be deemed to account for all hours worked during that Flight Shift.

10. The “Effective Date,” of this Settlement Agreement whose occurrence is a prerequisite to any obligation to fund or make distributions from the Gross Settlement Amount, shall be ten (10) business days after all of the following conditions have been satisfied:

- (a) Execution of this Settlement Agreement by all Parties, Class Counsel, and Defense Counsel;
- (b) Submission of this Settlement Agreement to the Court, along with appropriate motions and requests for approval of this Settlement Agreement by the Court;
- (c) Preliminary Approval of the Settlement by the Court;
- (d) Mailing of the Notice of Settlement to the Class Members in accordance with the Preliminary Approval Order;
- (e) Expiration of the Notice Response Deadline;
- (f) The submission of timely and valid requests under Paragraph 62 by fewer than six percent (6%) of the Class Members to opt out of the Class or, if 6% or more of the Class Members opt out, provided the Defendants do not exercise their right to rescind and void the Settlement Agreement;
- (g) Entry of a written Final Approval Order by the Court approving this Settlement Agreement and final judgment with respect to the Class Action *provided, however*, that if written objections are made prior to the Final Approval Hearing, or if an appeal of the Court’s approval of the Settlement is taken, then the Effective Date shall be the later of the following events: (i) when the period for filing any appeal or other appellate proceeding opposing the Settlement has lapsed without any appeal or other appellate proceeding having been filed; (ii) any appeal or otherwise appropriate appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) any appeal or other appellate proceeding has upheld the Court’s Final Approval order with no right to pursue further remedies or relief.

11. “Final Approval Hearing” means the hearing to be conducted by the Court, or any other court taking jurisdiction of this matter, to determine whether to finally approve the Settlement. In the event that the Court does not issue a Final Approval Order, or any such Final Approval Order does not take effect for any reason, or is modified in any material respect, or the Effective Date does not occur, or that any of the conditions set forth above do not occur, this Settlement Agreement shall be deemed null and void and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.

12. “Final Approval Order” and “Final Approval” means an order that finally and unconditionally grants final approval of this Settlement Agreement, enters final judgment with respect to the Class Action, and authorizes payments to the Class Members, the Named Plaintiffs, the Settlement Administrator, the Labor and Workforce Development Agency (“LWDA”) and Class Counsel as provided in this Settlement Agreement.

13. “Flight Shift” shall correspond to the number of “FLT” entries listed in Defendants’ Activity Log Production under the column “Activity Code” for the time period in which the Class Member was based in California.

14. “Gross Settlement Amount” refers to the amount of sixteen million, six-hundred and fifty thousand U.S. Dollars and no cents (\$16,650,000.00), which is the total and maximum amount Defendants will be required to pay under this Settlement Agreement, except that Defendants will also be liable for the employer’s share of payroll taxes (if any) for wages paid to the Class Members hereunder. The Gross Settlement Amount includes all other payments including: (1) to Class Members; (2) to the LWDA under PAGA; (3) Service Awards paid to the Named Plaintiffs; (4) Class Counsel’s Attorneys’ Fees and Costs; and (5) Administrative Costs.

15. The “Net Settlement Amount” shall equal the Gross Settlement Amount minus the total of: Court-approved Attorneys’ Fees and Costs; Court-approved Service Awards to the Named Plaintiffs; and Court-approved Administrative Costs.

16. “Notice of Settlement” refers to the official Notice of Settlement of Class Action, a copy of which is attached hereto as Exhibit A.

17. “Notice Response Deadline” means 45 days from the initial date of mailing the Notice of Settlement to Class Members, or such other date as set by the Court in the Preliminary Approval Order as the last date to postmark a timely Objection or Request for Exclusion, whichever is the later.

18. “Objection” means the written statement of a Class Member submitted to the Settlement Administrator in order to object to this Settlement Agreement as set forth in Paragraph 64.

19. “Preliminary Approval Order” and “Preliminary Approval” refers to the Court order or statement of decision granting preliminary approval of this Settlement Agreement.

20. “Released Claims” means the specific claims set forth in Paragraph 25, 56, 57, and 58 of this Settlement Agreement that Class Members release against the Released Parties.

21. “Released Parties” shall collectively mean: (1) Defendants; (2) each of Defendants’ past, present, and future direct and indirect parents, subsidiaries and/or affiliates; (3) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any

of the foregoing; and (4) any individual or entity which could be jointly liable with any of the foregoing.

22. “Request for Exclusion” means the written notice that a Class Member may submit to the Settlement Administrator no later than the Notice Response Deadline to request exclusion from the Settlement, and containing the information specified in Paragraph 62 of this Settlement Agreement.

23. “Service Award” shall mean a Court-approved sum to be paid to each Named Plaintiff (in addition to their individual settlement payments) in recognition of their efforts in the prosecution of the Class Action on behalf of the Class Members. The Service Award shall not exceed twenty thousand U.S. Dollars and no cents (\$20,000.00) per Named Plaintiff.

24. “Settlement Administrator” shall mean the entity that has been selected to provide notice of this proposed Settlement to the Class and to perform other related functions to administer the Settlement contemplated by this Settlement Agreement as described herein.

25. “Settled Claims” means any and all claims for relief, whether known or unknown, suspected or unsuspected, which the Class Members have had, now have, or may have in the future against the Released Parties or any of them for any acts that are either or both: (1) alleged in the Complaint herein filed on June 5, 2017; or (2) arise out of the facts, matters, transactions, or occurrences set forth in said Complaint and could have been alleged as separate claims for relief, causes of action, or other theories of relief.

“Settled Claims” also include all types of relief that were or could have been sought in the Class Action including, without limitation, any claims for damages, wages, penalties, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, charge backs, or liquidated damages. “Settled Claims” also include an express waiver of all benefits provided by section 1542 of the California Civil Code as to the Settled Claims. The final judgment shall bar each and every Class Member from asserting any Settled Claims in the future.

RECITALS

26. On June 5, 2017, Plaintiffs commenced this Class Action by filing the Complaint in the Court.

27. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the required PAGA notice.

28. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Complaint. Defendants contend, among other things, that Plaintiffs and Class Members were always paid properly and in accordance with all legal requirements including, but not limited to, the California Labor Code, the Industrial Welfare Commission Wage Orders, and the California Business and Professions Code.

29. It is the desire of the Parties to fully, finally, and forever settle the claims in this Class Action.

30. The Parties settled all claims in the Class Action following a two-day arms-length settlement negotiation and mediation on April 17-18, 2024, with the Hon. Louis M. Meisinger (Ret.) and their acceptance of a Mediators' Proposal. A Term Sheet entitled "Proposal" was executed by the Parties on April 18, 2024.

31. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement. The Parties agree the Settlement is fair, adequate, and reasonable. This Settlement contemplates: (1) entry of a Preliminary Approval Order; (2) distribution of the Notice of Settlement to the Class Members (attached as Exhibit A); and (3) entry of a Final Approval Order; and (4) distribution of the Gross Settlement Amount, as described herein, or as the Court may otherwise order.

32. Because this Complaint was brought as a putative class action, this Settlement Agreement must receive preliminary and final approval of the Court. Accordingly, the Parties enter into this Settlement Agreement on a conditional basis.

33. The Court has not granted class certification. Defendants stipulate that the Class described herein should be conditionally certified for settlement purposes only.

34. This Settlement Agreement is contingent upon the approval and certification by the Court of the Class for settlement purposes only.

35. If the Settlement is not approved by the Court, nothing in this Settlement Agreement or any draft thereof, or any documents submitted to the Court in support of this Settlement Agreement or Court approval thereof, shall have any binding effect.

TERMS AND CONDITIONS OF SETTLEMENT

The Definitions set forth at pages 1-5 above are hereby incorporated by reference.

IT IS HEREBY STIPULATED AND AGREED, by and among the Plaintiffs (for themselves and the Class) and Defendants, by and through their respective attorneys, that, subject to the approval of the Court, this Class Action will be finally and fully compromised, released, resolved, discharged, and settled, and will be dismissed with prejudice, subject to the terms and conditions of this Settlement Agreement, as follows:

36. **Gross Settlement Amount.** In consideration for settlement of the Class Action, dismissal of the Class Action with prejudice, and the Released Claims, Defendants agree to pay the Gross Settlement Amount of sixteen million, six-hundred and fifty thousand U.S. Dollars and no cents (\$16,650,000). Other than possible payment of employer-side payroll taxes, in no event will Defendants be required to pay more than the amount specified in this Paragraph 36.

37. No portion of the Gross Settlement Amount will revert back to Defendants if the Settlement is approved, the claims of the Class released, and the Class Action is dismissed with prejudice. Defendants will transfer the Gross Settlement Amount amounts to the Settlement Administrator within 30 days of the Effective Date, and the Settlement Administrator will then make the payments required by this Settlement. Any Administrative Costs, Attorneys' Fees and Costs, payment to the LWDA under PAGA, Service Awards for the Named Plaintiffs, and payments to Class Members shall be paid from the Gross Settlement Amount. The Settlement Administrator will hold the Gross Settlement Amount transferred to it by Defendants in a Qualified Gross Settlement Amount within the meaning of 26 C.F.R. section 1.468B-1.

38. The Parties have agreed to the appointment of CPT Group to serve as the Settlement Administrator for the purpose of administering the settlement process.

39. **The Named Plaintiffs' Service Awards.** In addition to the amounts determined to be due to the Named Plaintiffs as Class Members under this Settlement Agreement, Class Counsel and Named Plaintiffs intend to apply to the Court for Service Awards for Named Plaintiffs, in the total amount of no more than twenty thousand U.S. Dollars and no cents (\$20,000) per Named Plaintiff. Plaintiffs request payment of Service Awards for the Named Plaintiffs' roles in prosecuting the Class Action, taking the risks (both financial and non-financial) of serving as the named representatives, providing factual information and documentation necessary to the prosecution of the Class Action, assisting with and responding to discovery (including depositions), attending hearings and mediation sessions, providing a general release of all claims, maintaining contact with Class Counsel, and other participation necessary to the successful prosecution of the Class Action and implementation of this Settlement Agreement. Any Service Award approved by the Court in conjunction with the Settlement shall be paid from the Gross Settlement Amount and shall reduce the amount of the Net Settlement Amount payable to Class Members.

40. In the event that the Court denies, modifies, or reduces any request for a Service Award, neither Named Plaintiffs, Class Counsel, nor the Class Members shall seek to modify, revoke, cancel, terminate, or void this Settlement Agreement or seek, request, or demand an increase in the Settlement.

41. Notwithstanding the above, each Named Plaintiff shall receive payment of the Service Award only after executing and delivering to Defendants this Settlement Agreement, performing all obligations required hereunder and the Effective Date has passed.

42. **Class Counsel's Attorney's Fees and Litigation Expenses.** Class Counsel will seek attorney's fees under the common fund doctrine and/or other applicable law in the amount of five million, five hundred and fifty thousand U.S. Dollars and no cents (\$5,550,000) or one-third of the Gross Settlement Amount. Plaintiffs' Counsel will also seek reimbursement of their actual litigation expenses in an amount not to exceed three hundred and fifty thousand U.S. Dollars and no cents (\$350,000.00), to be paid out of the Gross Settlement Amount.

43. **PAGA Settlement Amount.** Two percent (2%) of the Net Settlement Amount (approximately \$212,800.00) will be allocated as payment for a release of all claims brought under PAGA.

44. **Payment to Class Members.** Ninety percent (90%) of the Net Settlement Amount will be allocated as wage payments for overtime, double-time and interest claims associated with Flight Shifts in the 39- month period between June 5, 2013 to September 1, 2016 wherein Class Members' Duty Time exceeds 8 hours. Allocations will be based on proportionate shares based on the number of overtime/double time Duty Hours worked multiplied by each Class Member's average regular rate over the 39-month period.

45. The regular rate will be calculated by adding the "Monthly Basic Salary" (as shown on Class Members' pay stubs) each month in the 39-month period and dividing by 39 months to reach the "Average Monthly Basic Salary". The "Average Monthly Basic Salary" will be multiplied by 12 and then divided by 2080.

46. All Duty Hours in the 39 months that are over 8 hours but 12 or less hours will be multiplied by .5. These will be added to the number of Duty Hours over 12 and multiplied by the Class Members' regular rate. Each member will be paid their proportionate share of ninety percent (90%) of the Net Settlement Amount.

47. Eight percent (8%) of the Net Settlement Amount will be allocated as wage payments for meal and rest break claims. The wage payments for meal and rest break claims will be allocated based on the number of Flight Shifts of at least 3.5 hours worked by each Class Member over the entire Class Period.

48. Individual meal and rest break payments will be equal to the number of each Class Members' Flight Shifts multiplied by (the Net Settlement Amount x .08), then divided by the total aggregate number of Flight Shifts (of participating Class Members).

49. Two percent (2%) of the Net Settlement Amount (approximately \$212,800.00) will be allocated as PAGA damages with 75% paid to the LWDA and 25% paid to the aggrieved employees. The portion of PAGA penalties paid to the aggrieved employees will be allocated based on the number of Flight Shifts of at least 3.5 hours worked by each Class Member over the entire Class Period.

50. Defendants make no representation regarding the tax consequences or liability arising from receipt of the Net Settlement Amount or the amount paid to each Class Member. Each Class Member will be issued one check for his or her individual settlement payment. The Class Members bear the responsibility to pay any and all employee-side tax liability that they owe because of these payments. All penalty payments paid under this Settlement Agreement (the PAGA payment) shall be reported on a Form 1099 and all wage payments (the overtime and meal/rest period payments) shall be reported on a Form W-2. To the extent employer-side payroll taxes, if any, become due as a result of the payments made under this Settlement to the Class Members, such payments are excluded from the Gross Settlement Amount.

51. If a Class Member fails to cash his or her settlement check within one hundred and eighty (180) days after the settlement checks are mailed to the Class Members, that settlement check shall become void, but the Class Member shall still be bound by the Settlement. Any balance remaining will be evenly distributed by the Settlement Administrator to the *cy pres* recipients Legal Aid at Work and the National Center for Youth Law.

52. **No Admission of Liability.** The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, violating any federal, state, or local law; violating any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct whatsoever, including, but not limited to, those with respect to its employees or any other person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession of any such violation(s) or failure(s) to comply with any applicable law, regulations, or legal requirements.

53. Neither this Settlement Agreement nor any of its terms and provisions shall be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law or regulations on the part of Defendants.

54. No conduct of Defendants during the course of this litigation shall be construed as an admission of liability. Each of the Parties has entered this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. It is intended by the parties that, pursuant to California Evidence Code 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, this Settlement Agreement shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement Agreement, and/or interpret or enforce this Settlement Agreement.

55. **Stipulation for Conditional Class Certification.** Plaintiffs shall move for, and Defendants shall not oppose, conditional certification of a Class as defined in Paragraph 4 including all Class Members for purposes of settlement only, and for appointment of Named Plaintiffs as class representatives and of Plaintiffs' attorneys as Class Counsel. If the Settlement does not become final for any reason, the Parties' agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this litigation.

56. **Release of Claims.** As of the date of Final Approval, Named Plaintiffs and all Class Members, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled Claims ("the Released Claims").

57. This release is intended to settle any and all of the Settled Claims, including all unknown claims. Named Plaintiffs and each Class Member waive any and all rights conferred upon them under Section 1542 of the California Civil Code, which provides as follows:

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

In giving this release, Named Plaintiffs and Class Members acknowledge that they are aware that facts may be discovered in addition to or different from those which they now know or believe to be true with respect to the subject matter of the release, but that they intend to, and by participating in the Settlement hereby do fully, finally, and forever settle and release any and all Released Parties from any and all such claims without regard to the subsequent discovery or existence of such additional or different facts and that the Released Claims include those claims.

58. As of the entry and filing of the final judgment, Named Plaintiffs, Class Members, and all successors in interest, shall be permanently enjoined and forever barred from prosecuting any and all Settled Claims against the Released Parties. Thus, subject to and in accordance with this Settlement Agreement, even if Named Plaintiff and Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Settled Claims, they shall be deemed to have, and by operation of the final judgment shall have, fully, finally, and forever settled and released any and all Settled Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent. The release of all Settled Claims extends to such claims that are concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future. The Released Claims further extend to and include any such claims, whether the conduct is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

59. **Approval of Settlement and Settlement Procedure.** Class Counsel will submit this Settlement Agreement to the Court for Preliminary and Final Approval, and such submission will include motions, pleadings and evidence as may be required for the Court to determine that this Settlement, and the settlement procedure set forth herein, are fair, adequate and reasonable, as required by Rule 23. Upon Final Approval, and entry of a judgment of dismissal thereon, pursuant to Rule 23, the Court will retain jurisdiction over the Parties and the Settlement to enforce the terms of the Settlement.

60. **Claims Administration.** The Parties have selected CPT Group to administer this Settlement and to act as Settlement Administrator. The Parties agree to jointly assist the Settlement Administrator by providing additional data as necessary to resolve any discrepancies, questions or other concerns with the data provided. The Settlement Administrator will be responsible for establishing and maintaining an interest bearing account for the Gross Settlement

Amount; mailing the Notices of Settlement; receiving and logging Requests for Exclusion; researching and updating addresses through skip-traces and similar means; answering questions and resolving disputes brought by Class Members; reporting on the status of the Settlement to the Parties; preparing a declaration regarding its due diligence in the claims administration process; providing the Parties with data regarding the filing of and Requests for Exclusion; calculating and distributing settlement checks; calculating tax obligations; remitting any and all tax obligations to the appropriate taxing authorities (including, at Defendants' option, the employer's share of standard payroll taxes); and doing such other things as the Parties may direct. The Settlement Administrator shall indemnify the Parties with respect to its efforts just described. All disputes relating to the Settlement Administrator's performance of its duties that cannot be resolved between the Parties' counsel shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and other obligations contemplated by this Settlement Agreement have been fully carried out.

61. **Mailing of Notice.** After performing the NCOA search for each Class Member, and after being approved by the Court with or without any changes, the Notice of Settlement, attached hereto as Exhibit A, shall be sent by the Settlement Administrator to all Class Members at their last known addresses via first class U.S. Mail within ten (10) days of receipt of the Class Member Database as provided in Paragraph 5. The Notice shall also be emailed to all Class Members using the email addresses provided in the Class Member Database. The Notice of Settlement sent by First Class Mail shall be placed in an envelope with the Settlement Administrator's return address and directions to the Postmaster to forward the Notice of Settlement and return all undeliverable Notices to the Settlement Administrator. The Settlement Administrator shall perform a skip trace using the Social Security numbers provided by Defendants of Class Members whose Notices were returned as undeliverable.

62. **Right of Class Members to Opt-Out or Request Exclusion.** All Class Members are automatically included in and bound by this Settlement unless the Class Member submits to the Settlement Administrator a Request for Exclusion that is postmarked no later than the Notice Response Deadline. The Request for Exclusion must include: (1) their full name, current address, and phone number; (2) the name of the case; and (3) a written statement expressing desire for exclusion. Class Members may rescind a validly submitted Request for Exclusion by submitting a written statement expressing the intent to rescind the Request for Exclusion to the Settlement Administrator no later than 5 calendar days before the Final Approval Hearing.

63. **Right of Class Members to Correct Information.** Class members shall be given the right to contest any of the information that appears on the Class Member Database that they believe to be incorrect by contacting the Settlement Administrator. The Settlement Administrator will be solely responsible for resolving any discrepancies between Defendants' documentation and conflicting information provided by the Class Member, and said resolution by the Settlement Administrator shall be final and binding on all parties. The Settlement Administrator shall consult with the Parties regarding such alleged discrepancies.

64. **Right of Class Members to Object.** Any Class Member may object to this Settlement Agreement. To object, a Class Member must, no later than the Notice Response

Deadline, e-file or mail a written statement to the Court containing (1) their full name, current address, and phone number; (2) the name of the case; (3) whether the objection applies only to that Class Member, the Class as a whole, or a subset of the Class; (4) the reasons for the objection; (5) if they intend to appear at the Final Approval Hearing. Class Members may withdraw an objection no later than five days before the Final Approval Hearing by so informing the Court in writing of their withdrawal, which must be unconditional. The Parties shall have the right to address any such objections in advance of and/or at the Final Approval Hearing.

65. **Timing of Settlement Payments.** The Settlement Administrator shall cause the settlement payments to be mailed to the Class Members, the LWDA, and Plaintiffs within fourteen (14) days after receiving the Gross Settlement Amount from Defendants. No sums shall be disbursed to Class Members, the LWDA, or Plaintiffs prior to that time unless directed by an order of the Court or pursuant to written agreement of all counsel. Within fourteen (14) calendar days of receiving the Gross Settlement Amount from Defendants, the payments to Class Counsel for attorneys' fees and litigation expenses shall be mailed or wire transferred by the Settlement Administrator to Class Counsel's bank account and/or to Class Counsel's designated recipient.

66. **Right to Rescind.** No later than five (5) business days after the Notice Response Deadline, the Settlement Administrator shall provide written notice to Class Counsel and Defense Counsel a complete list of all Class Members who have timely requested exclusion from the Class and the estimated settlement distribution that would be due to each. Defendants, in their sole and independent discretion, shall have the right, but not the obligation, to rescind this Settlement Agreement if six percent (6%) or more of the Class Members submit timely and valid Requests for Exclusion.

67. **Binding Agreement.** This Settlement Agreement shall be fully enforceable and binding upon all Parties, and that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law.

68. **Class Action Fairness Act.** Within ten (10) calendar days of the date this Settlement Agreement is filed with the Court, Defendants will file and serve a notice indicating compliance with 28 U.S.C. § 1715(b). The Parties agree that the Final Approval Hearing will not be held prior to the ninetieth (90th) calendar day after such notice is filed.

69. **Authority to Act for Plaintiffs.** Counsel for Plaintiffs represent and warrant that they have full authority to accept this Settlement Agreement on behalf of Plaintiffs and the Class Members.

70. **Counterparts and Facsimile Signatures.** This Settlement Agreement may be executed in one or more counterparts, and each such counterpart will be deemed an original, but all of which taken together will constitute one and the same Settlement Agreement. Any signature pages transmitted via facsimile, via email PDF(s), or via DocuSign will be regarded as original counterpart signature pages.

71. **Judgment To Be Entered By The Court.** Upon the Court's granting of Final Approval, the final judgment shall forthwith be entered by the Court in accordance with the terms of this Settlement Agreement and Rule 23.

72. **Authorization.** The signatories to this Settlement Agreement represent they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

73. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents and taking such other action as reasonably necessary to implement its terms.

74. **Applicable Law.** This Settlement Agreement is made under and shall be governed and construed in accordance with California law. If any civil action is filed to enforce or interpret any term or provision of this Settlement Agreement, or otherwise, the appropriate venue shall be a state or federal court of competent jurisdiction located in the counties of Los Angeles or San Francisco within the State of California. In the event one of the Parties to this Settlement Agreement institutes legal action or other proceeding against the other Party to enforce this Settlement or to declare rights and/or obligations under this Settlement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs.

75. **Construction.** The Parties agree the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations, and this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

76. **Modification.** This Settlement Agreement may not be changed, altered, or modified except in writing, signed by the Parties, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

77. **Integration Clause.** This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, including but not limited to the Term Sheet entitled "Proposal" dated April 18, 2024 and agreed to by representatives of the Parties, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived, except in writing.

78. **Severability.** If for any reason any provision of this Settlement Agreement is determined by the Court to be unenforceable, the remaining provisions shall nevertheless be of full force and effect.

79. **Binding On Assigns.** This Settlement Agreement shall be binding on and inure to the benefit of the Parties and their respective predecessors, successors, parents, subsidiaries,

affiliates, heirs, trustees, executors, administrators, successors, and assigns and upon any corporate or other entity into or with which any Party hereto may merge, combine or consolidate.

APPROVED AND EXECUTED BY THE PARTIES:

PLAINTIFF

Dated: _____

Daniel Goldthorpe

PLAINTIFF

Dated: _____

James Donovan

PLAINTIFF

Dated: _____

Christopher Bennett

PLAINTIFF

Dated: _____

James Isherwood

PLAINTIFF

Dated: _____

David Vincent

**CATHAY PACIFIC AIRWAYS
LIMITED**

Dated: _____

By:
Title:

USA BASING LIMITED

By:
Title:

APPROVED AS TO FORM:

Dated: _____

MASTAGNI HOLSTEDT, A.P.C.

David E. Mastagni
Taylor Davies-Mahaffey

Attorneys for Plaintiffs
DAN GOLDTHORPE, JAMES
DONOVAN, CHRIS BENNETT, JAMES
ISHERWOOD, AND DAVID VINCENT

**CHRISTENSEN AND JENSEN
ATTORNEYS**

Dated: _____

Nathan D. Alder

Attorneys for Plaintiffs
DAN GOLDTHORPE, JAMES
DONOVAN, CHRIS BENNETT, JAMES
ISHERWOOD, AND DAVID VINCENT

ARENTFOX SCHIFF LLP

Dated: _____

John P. Zaimes
Sara T. Schneider

Attorneys for Defendants
CATHAY PACIFIC AIRWAYS LIMITED
and USA BASING LIMITED

**LAW OFFICES OF NEIL
M. SOLTMAN**

Dated: _____

Neil M. Soltman


Attorneys for Defendants
CATHAY PACIFIC AIRWAYS LIMITED
and USA BASING LIMITED

affiliates, heirs, trustees, executors, administrators, successors, and assigns and upon any corporate or other entity into or with which any Party hereto may merge, combine or consolidate.

APPROVED AND EXECUTED BY THE PARTIES:

Dated: June 20, 2024

PLAINTIFF



Daniel Goldthorpe

Dated: _____

PLAINTIFF

James Donovan

Dated: _____

PLAINTIFF

Christopher Bennett

Dated: _____

PLAINTIFF

James Isherwood

Dated: _____

PLAINTIFF

David Vincent

Dated: _____

CATHAY PACIFIC AIRWAYS LIMITED

By:
Title:

USA BASING LIMITED

By:
Title:

affiliates, heirs, trustees, executors, administrators, successors, and assigns and upon any corporate or other entity into or with which any Party hereto may merge, combine or consolidate.

APPROVED AND EXECUTED BY THE PARTIES:

PLAINTIFF

Dated: _____

Daniel Goldthorpe

PLAINTIFF

Dated: JUNE 20, 2024

James Donovan

PLAINTIFF

Dated: _____

Christopher Bennett

PLAINTIFF

Dated: _____

James Isherwood

PLAINTIFF

Dated: _____

David Vincent

**CATHAY PACIFIC AIRWAYS
LIMITED**

Dated: _____

By:
Title:

USA BASING LIMITED

By:
Title:

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APPROVED AND EXECUTED BY THE PARTIES:

PLAINTIFF

Dated: _____

Daniel Goldthorpe

PLAINTIFF

Dated: _____

James Donovan

PLAINTIFF

Dated: 6/20/2024 _____

Chris Bennett
Christopher Bennett

PLAINTIFF

Dated: _____

James Isherwood

PLAINTIFF

Dated: _____

David Vincent

**CATHAY PACIFIC AIRWAYS
LIMITED**

Dated: _____

By:
Title:

USA BASING LIMITED

By:
Title:


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APPROVED AND EXECUTED BY THE PARTIES:

Dated: _____
_____ **PLAINTIFF**
Daniel Goldthorpe

Dated: _____
_____ **PLAINTIFF**
James Donovan

Dated: _____
_____ **PLAINTIFF**
Christopher Bennett

Dated: 20 Jun 24
_____ **PLAINTIFF**

James Isherwood

Dated: _____
_____ **PLAINTIFF**
David Vincent

Dated: _____
_____ **CATHAY PACIFIC AIRWAYS LIMITED**
By:
Title:

_____ **USA BASING LIMITED**
By:
Title:

affiliates, heirs, trustees, executors, administrators, successors, and assigns and upon any corporate or other entity into or with which any Party hereto may merge, combine or consolidate.

APPROVED AND EXECUTED BY THE PARTIES:

PLAINTIFF

Dated: _____

Daniel Goldthorpe

PLAINTIFF

Dated: _____

James Donovan

PLAINTIFF

Dated: _____

Christopher Bennett

PLAINTIFF

Dated: _____

James Isherwood

PLAINTIFF

Dated: 6/20/24

DL KZJ

David Vincent

CATHAY PACIFIC AIRWAYS LIMITED

Dated: _____

By:
Title:

USA BASING LIMITED

By:
Title:

affiliates, heirs, trustees, executors, administrators, successors, and assigns and upon any corporate or other entity into or with which any Party hereto may merge, combine or consolidate.

APPROVED AND EXECUTED BY THE PARTIES:

PLAINTIFF

Dated: _____

Daniel Goldthorpe

PLAINTIFF

Dated: _____

James Donovan

PLAINTIFF

Dated: _____

Christopher Bennett

PLAINTIFF

Dated: _____

James Isherwood

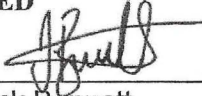
PLAINTIFF

Dated: _____

David Vincent

**CATHAY PACIFIC AIRWAYS
LIMITED**

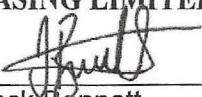
Dated: June 29, 2024



By: Jack Bennett
Title: General Manager Aircrew

USA BASING LIMITED

June 29, 2024

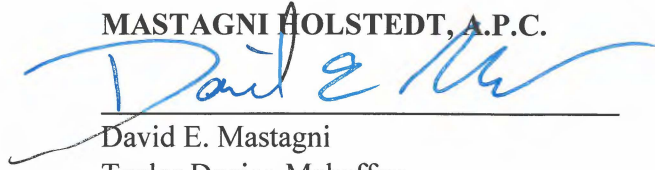


By: Jack Bennett
Title: General Manager Aircrew

APPROVED AS TO FORM:

Dated: June 20, 2024

MASTAGNI HOLSTEDT, A.P.C.



David E. Mastagni
Taylor Davies-Mahaffey

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DAN GOLDTHORPE, JAMES
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ISHERWOOD, AND DAVID VINCENT

**CHRISTENSEN AND JENSEN
ATTORNEYS**

Dated: _____

Nathan D. Alder

Attorneys for Plaintiffs
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ARENTFOX SCHIFF LLP

Dated: _____

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Sara T. Schneider

Attorneys for Defendants
CATHAY PACIFIC AIRWAYS LIMITED
and USA BASING LIMITED

APPROVED AS TO FORM:

MASTAGNI HOLSTEDT, A.P.C.


Dated: _____

David E. Mastagni
Taylor Davies-Mahaffey

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DAN GOLDTHORPE, JAMES
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ISHERWOOD, AND DAVID VINCENT

**CHRISTENSEN AND JENSEN
ATTORNEYS**

Dated: 6.20.24



Nathan D. Alder

Attorneys for Plaintiffs
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ISHERWOOD, AND DAVID VINCENT

ARENTFOX SCHIFF LLP

Dated: _____

John P. Zaimes
Sara T. Schneider

Attorneys for Defendants
CATHAY PACIFIC AIRWAYS LIMITED
and USA BASING LIMITED

APPROVED AS TO FORM:

MASTAGNI HOLSTEDT, A.P.C.

Dated: _____

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Taylor Davies-Mahaffey

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ISHERWOOD, AND DAVID VINCENT

**CHRISTENSEN AND JENSEN
ATTORNEYS**

Dated: _____

Nathan D. Alder

Attorneys for Plaintiffs
DAN GOLDTHORPE, JAMES
DONOVAN, CHRIS BENNETT, JAMES
ISHERWOOD, AND DAVID VINCENT

ARENTFOX SCHIFF LLP

Dated: June 20, 2024

John P. Zaimes
Sara T. Schneider

Attorneys for Defendants
CATHAY PACIFIC AIRWAYS LIMITED
and USA BASING LIMITED

EXHIBIT A



United States District Court

Northern District of California

Goldthorpe et al., v. Cathay Pacific Airways Ltd. et al.

Case No. 3:17-CV-03233-VC

Notice of Class Action Settlement

*This Notice was authorized by the U.S. District Court, Northern District of California.
This is not a solicitation by a lawyer. You are not being sued. Please read this Notice carefully.*

Did you work as a California-based pilot for Cathay Pacific Airways Ltd. and/or USA Basing Ltd. at any time during the period from June 5, 2013 through **Date**?



There is a \$16.65 million proposed settlement of a lawsuit.
You may be entitled to a share of the money.



To be part of this settlement, you do not need to do anything.
If you wish to object to or opt out of the settlement, you must act now.
Please read this Notice carefully to get more information on the lawsuit and settlement.

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1. Why did I get this notice?

There is a proposed class action settlement pending before the U.S. District Court, Northern District of California (“Court”) regarding the employment of California-based pilots with Cathay Pacific Airways Ltd. and USA Basing Ltd. (“Defendants”). You were identified as a potential Class Member according to records maintained by the Defendants. The purpose of this Notice is to inform you about the settlement and to tell you how you can take part in it or how to exclude yourself from it. You can visit the following website for more information and deadlines, and to review important documents in the case: [website](#).

2. What are my options?

DO NOTHING TO REMAIN IN THE CLASS

- **If you do nothing, you will remain in the Class** and take part in the settlement.
- You will be bound by the outcome of the lawsuit. You will give up your right to sue the Defendants separately about the same legal claims in the lawsuit.
- You may object to the terms of the settlement and participate in the Final Approval Hearing.

OPT-OUT OF THE CLASS

- **To exclude yourself from the Class, you must opt out** by following the instructions in #14, below.
- If you exclude yourself (opt out), you will not participate in the settlement and you may not object to the settlement.
- If you opt-out, you keep any rights you may have to separately sue and assert the legal claims raised in this lawsuit.

3. What is this lawsuit about?

The Plaintiffs allege that Defendants had certain wage and hour policies and practices that violated California wage and hour laws. Plaintiffs allege that under these policies and practices, Defendants failed to compensate Class Members for all hours worked and failed to pay overtime or double time as required by California law. Additionally, Plaintiffs allege Defendants failed to provide duty-free meal and rest periods during flights, failed to issue complete wage statements, and failed to timely pay all wages due upon termination. Defendants deny those allegations.

After several years of litigation, and as the result of mediation, the Plaintiffs and Defendants reached a settlement agreement in this lawsuit. The Court has conditionally certified the Class for the purposes of settlement so that all Class Members who have not previously settled their claims will share in the settlement funds, unless they opt out.

4. What is a Class Action?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people that have similar claims. The people together are called a “Class,” and individually they are called “Class Members.” The Class Representatives are called the Plaintiffs. The entity they sued (in this case, Cathay Pacific Airways Ltd. and USA Basing Ltd.) are called the Defendants. The Court here, the United States District Court for the Northern District of California, has preliminarily agreed to resolve this case for all Class Members, except for those who choose to exclude themselves from the claims by opting out of the lawsuit or settlement.

5. Who are the parties involved in the lawsuit?

PLAINTIFFS	DEFENDANTS
Class Representatives: Dan Goldthorpe, James Donovan, Chris Bennett, James Isherwood, and David Vincent.	Cathay Pacific Airways Ltd. and USA Basing Ltd.
Class: all individuals who have worked as California-based pilots for Defendants at any time during the period from June 5, 2013 through [date].	

6. Important Dates.

Deadline to Object or Opt-Out

•Date [notice mailing + 45 days]

Final Approval Hearing

•Date

If Approved, Checks Mailed

•74 days after Final Approval Order and lapse of all appeal deadlines or end of all appeals

7. How was my share of the settlement calculated?

The calculation of your settlement share starts with the total Gross Settlement Amount, \$16.65 million. Deductions are made for court-approved attorneys' fees and costs, administrative costs, and Class Representative Service Awards up to \$20,000.00 for each of the five named Plaintiffs, in recognition of their efforts in litigating this Class Action on behalf of the Class Members.

The Net Settlement Amount ("NSA") consists of the remaining settlement funds and is allocated to each participating Class Member based on his/her potential recovery under three categories of claims while he/she was based in California. The amount of funds allocated to each category of claims was weighted according to its legal strength:

- 1) 90% of the NSA is allocated to overtime/double-time claims, distributed based on each Class Member's flight-related duty hours that trigger overtime (in excess of eight hours) and that trigger double-time (in excess of twelve hours) between June 2013 and September 2016, and average monthly basic salary during those 39 months. (After September 1, 2016, these claims are not available because a collective bargaining agreement superseded them.)
- 2) 8% of the NSA is allocated to meal/rest break claims. Each participating Class Member's allocation will be proportionately calculated based on the number of flights of at least 3.5 duty hours worked throughout the entire Class Period, June 5, 2013 to **date**;
- 3) 2% of the NSA is allocated to penalty claims under the California Labor Code Private Attorneys General Act ("PAGA") (75% of this amount must be paid to the California Labor & Workforce Development Agency, and 25% will be allocated to participating Class Members). Each Class Member's share will also be divided proportionately by the number of flights shifts of at least 3.5 duty hours worked throughout the Class Period.

8. What is my share of the settlement?

FULL NAME

Your Share of the Settlement is:

\$XX,XXX.XX

The calculations to reach your settlement share were determined according to your salary levels and the dates you were based in California during the Class Period (June 5, 2013 to **date**):

Month Day, Year to Month Day, Year

You DO NOT need to take any action to remain in the Class and take part in the settlement.

This share amount was calculated using the preliminarily approved attorneys' fees and costs, administrative costs, and Class Representative Service Awards. The judge may order adjusted amounts in his Final Approval Order, in which case your share could increase. Your share could also potentially increase if other Class Members opt-out.

9. What if I have questions about the calculations?

The Settlement Administrator (see #10 below) has been provided with a Class Member Database that includes each Class Member's name, last known address, last known email, social security number, total number of flight shifts, total duty hours for each flight shift, the date of each flight shift, and the basic monthly salary, as detailed on wage statements issued between June 5, 2013, and September 1, 2016. The Settlement Administrator and counsel in the Class Action shall maintain all data in the database as private and confidential.

If you believe that your allocation may be incorrect or you have any questions about the calculation of your share, you should contact the Settlement Administrator. The Settlement Administrator will be solely responsible for resolving any discrepancies between the information in the Class Member Database and conflicting information provided by the Class Member. The decision by the Settlement Administrator will be final.

10. What is a Settlement Administrator?

A Settlement Administrator is a third-party professional entity appointed to manage the settlement process in lawsuits, especially class actions. They validate claims, distribute settlement funds, ensure legal compliance, and answer Class Member questions.

Plaintiffs and Defendants jointly agreed to select CPT Group, Inc. as the Settlement Administrator for this settlement.

Settlement Administrator
CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 (800) 542-0900 info@cptgroup.com

11. Will I owe taxes on my settlement amount?

Counsel makes no representation regarding the tax consequences of the settlement funds. Each Class Member will be issued one check for his or her individual settlement payment. The payment will be reported on a W-2 for overtime and meal/rest period-based payments and a Form 1099 for PAGA-based payments. Taxes and other legally-required deductions will be made from the payments. Each Class Member will bear the responsibility to pay any and all tax liability that they owe because of these payments. You should consult with a tax advisor regarding these matters.

12. What happens if I remain in the Class?

If you choose to remain in the class, you will be permitted to share in the settlement amount. You will also have the right to object to the proposed settlement and to participate in future proceedings, if allowed by the Court. However, by participating in the class action settlement, you give up any rights to sue the Defendants separately about the same legal claims. You will be legally bound by all of the orders and judgments entered by the Court in this lawsuit.

13. What happens if I opt out of the settlement?

If you opt out of the settlement (by following the procedure explained in #14, below), you will give up the right to receive a share of the settlement of this lawsuit. You will also give up the right to object to the settlement. However, you will keep any rights you may currently have to sue the Defendants for the same legal claims. You will not be bound by the orders and judgments entered by the Court in this lawsuit in relation to the claims.

If you intend to opt out, it is recommended you promptly seek independent legal counsel regarding any potential claims you may or may not have against Defendants.

14. How do I opt out of the settlement?

To be excluded from this settlement, you must submit a request to opt out to the Settlement Administrator.

To be valid, the opt-out request must:

1. Contain your full name, current address, and phone number;
2. Be in writing stating that you "request to be excluded from the Settlement in the lawsuit entitled *Dan Goldthorpe, et al. v. Cathay Pacific Airways Limited, et al.*, Case No. 3:17-cv-03233," or words to that effect;
3. Be signed by the Class Member or his or her authorized representative; and
4. Be returned to the Settlement Administrator by **DATE**.

You can return the opt-out request by mail or email to the Settlement Administrator:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Email address

You may later rescind your request to opt-out by submitting a written statement expressing your intent to rescind your opt-out request to the Settlement Administrator no later than five calendar days before the Final Approval Hearing.

15. Can I object to the settlement?

The proposed settlement must be approved by the Court before it becomes final. If you think the Court should not approve the settlement for any reason, you may object to the settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject this settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

To object, you must file a written statement with the Court. To file your objection with the Court, you can follow the directions to e-file at: <https://www.cand.uscourts.gov/e-file/> or you can file by mailing the signed original document and an extra copy to the Court:

Clerk's Office
United States District Court
450 Golden Gate Ave., 16th Fl.
San Francisco, CA 94102

Written objections must be filed or postmarked no later than **DATE**.
Your objection must include:

- Your full name, current address, and phone number;
- Name of the case: *Dan Goldthorpe, et al. v. Cathay Pacific Airways Limited, et al.*, Case No. 3:17-cv-0323;
- Whether the objection applies only to you, to a subset of the class, or to the entire class;
- The reasons that you object to the settlement; and
- You must sign the statement.
- If you intend to appear at the Final Approval Hearing and wish to speak at the hearing, you must include that request in your written statement.

You may also appear at the Final Approval Hearing to state your objection to the Court. You must have submitted a written objection as specified above if you wish to appear at the Final Approval Hearing. However, this requirement may be excused if you explain to the judge why you were not able to submit a written objection and the Court will decide whether to permit you to present your objection at the hearing.

You may withdraw your objection no later than five calendar days before the Final Approval Hearing by so informing the Court in writing of your withdrawal.

You do not need to be represented by a lawyer to object. However, if you choose to retain a lawyer to represent you, you will be solely responsible for any attorneys' fees and costs incurred.

The Court may accept or reject your objection. If the Court approves the settlement notwithstanding the objection of you or any other Class Members, *all* Class Members will be bound by the release of claims described above, even those who objected. You can only be excluded from the release of claims if you opt out.

16. Do I have a lawyer in this case?

Throughout the litigation of this case, the Class Representatives have been represented by **Mastagni Holstedt, APC**, in Sacramento, California and **Christensen & Jensen** in Salt Lake City, Utah. The Court has determined that these attorneys are qualified to represent the interests of the Class Members in the settlement of this lawsuit. You may contact them with any questions you have about the case. More information about these firms, their practices, and their lawyers' experience is available on their websites.

MASTAGNI HOLSTEDT, A.P.C.	CHRISTENSEN & JENSEN
<p>David E. Mastagni Davidm@mastagni.com Taylor Davies-Mahaffey tdavies-mahaffey@mastagni.com 1912 "I" Street Sacramento, California 95811-3151 Phone: (916) 446-4692 Fax: (916) 447-4614 https://www.mastagni.com/</p>	<p>Nathan D. Alder nathan.alder@chrisjen.com 257 East 200 South, Suite 1100 Salt Lake City, Utah 84111 Phone: 801-323-5000 Fax: 801-355-3472 http://www.chrisjen.com</p>

17. How does Class Counsel get paid?

You will not have to pay Class Counsel any fees or expenses out of your own pocket. As part of the settlement agreement, a portion of the settlement funds will be allocated as attorneys' fees and costs. The Court will only approve the award of fees and costs if it deems them fair and in proportion to the work Class Counsel performed in the case. These fees and costs will be deducted from the total settlement amount before Class Member settlement checks are issued, so you will not need to pay Class Counsel from the settlement payment that you receive.

Class Counsel is seeking attorneys' fees under the common fund doctrine in the amount of one-third of the Settlement Fund. Additionally, Class Counsel is seeking reimbursement of their actual litigation expenses, including expert fees, in an amount not to exceed three hundred and fifty thousand U.S. dollars and no cents (\$350,000.00).

18. Should I get my own lawyer?

You may hire your own lawyer to advise you if you want, but, unless you wish to opt out of or object to this settlement, you do not need to hire your own lawyer because Class Counsel represents the Class of which you are a member. You can also hire a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

If you hire your own lawyer, you will be responsible for the charges that lawyer requires you to pay for representing you. If you hire a lawyer to speak for you in Court, your lawyer must file a Notice of Appearance with the Court.

19. What happens next?

From the date this notice was mailed, there will be a period of 45 days for Class Members to object to or opt out of the settlement. If 6% or more of the Class Members submit opt-out requests, Defendants have the right, but not the obligation, to rescind the Settlement Agreement, in which case the lawsuit will continue.

Some time after the 45-day notice period ends, the Court will hold a Final Approval Hearing to determine whether it will approve the settlement. Class Members may present their objections at that time by acting in accordance with #15 above. The Final Approval Hearing is scheduled as follows:

Date

Time

Location

Location

The date of the hearing may change without further notice to the class. To confirm that the date of the hearing has not been changed, you may check the settlement website, [website address](#), or the Court's Public Access to Court Electronic Records (PACER) site, <https://pacer.uscourts.gov/>. (Using PACER may incur a fee.)

If the judge finds that the settlement is fair to Class Members, he will issue a Final Approval Order. That order will become final after 30 days, unless an appeal is filed. The Settlement Administrator will mail the settlement payment checks to the Class Members about 44 days after the Final Approval Order is issued and all appeals, if any, have been resolved.

In the event that the judge does not approve the settlement, or if the settlement is disapproved by a court of appeal, the settlement agreement between Plaintiffs and Defendants will be deemed null and void. The parties may continue negotiating a new settlement based on the Court's reasoning, or the lawsuit may proceed to trial.

20. How can I get additional information?

This notice summarizes the proposed settlement. To review the precise terms of the settlement as well as other important documents and information, please visit the settlement website at [website](#), or contact the Settlement Administrator:

Settlement Administrator
CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 (800) 542-0900 info@cptgroup.com

For more information, you may also:

- Contact class counsel (see contact information under #16, above);
- Access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>; or
- Request court documents in-person by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., 16th Fl., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR CLERK OF THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT. DIRECT ALL INQUIRIES TO THE SETTLEMENT ADMINISTRATOR, CLASS COUNSEL, OR AN ATTORNEY OF YOUR OWN CHOOSING.

By order of the U.S. District Court, Northern District of California.