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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **FOR THE COUNTY OF LOS ANGELES**

24 HECTOR HERMOSILLO and EIZABETH
25 RIVERA, individuals and on behalf of all
26 others similarly situated,

27 Plaintiff,

28 v.

29 AIR-CITY, INC., a New York corporation;
30 AMERICAN FREIGHT INT'L LAX CORP.,
31 a California corporation; LANGFAN RUAN,
32 an individual; and DOES 1 through 100,
33 inclusive,,

34 Defendants.

CASE NO.: 22STCV07714 (Consolidated
with 22STCV06252)

Hon. Elaine Lu, Dept. 9

CLASS ACTION

**AMENDED JOINT STIPULATION
RE: CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: March 3, 2022
Trial Date: None Set

1 This Amended Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among
3 plaintiff Elizabeth Rivera (“Rivera” or “Plaintiff”), individually and on behalf of the Settlement
4 Class, as defined below, on the one hand; and defendants SEKO Worldwide LLC and Air-City,
5 Inc. (collectively, “Defendants”), on the other hand; in the lawsuits entitled *Hermosillo, et al. v.*
6 *Air-City, Inc., et al.*, filed in the Los Angeles County Superior Court, Cases No. 22STCV07714
7 and 22STCV06252 (collectively, the “Action”).¹ Plaintiff and Defendants shall be, at times,
8 collectively referred to as the “Parties” and individually as a “Party”. This Agreement is intended
9 by the Parties to fully, finally, and forever resolve, discharge and settle the claims in the Action
10 as set forth herein, based upon and subject to the terms and conditions of this Agreement.

11 **1. DEFINITIONS**

12 **A. “Action”** means *Hermosillo, et al. v. Air-City, Inc., et al.*, filed in Los Angeles
13 County Superior Court, Case No. 22STCV07714 and Case No. 22STCV06252.

14 **B. “Aggrieved Employees” or “PAGA Employees”** means Plaintiff Rivera,
15 Hermosillo, and all non-exempt, hourly-paid employees of Defendants SEKO Worldwide, LLC
16 and Air-City, Inc. that were hired directly by SEKO Worldwide LLC and/or Air-City, Inc. and
17 who worked during the PAGA Period in California.

18 **C. “Class Counsel”** means: Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group,
19 P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiffs’ Counsel.”

20 **D. “Class Period”** means the period from February 18, 2018 through May 9, 2025.

21 **E. “Court”** means the Superior Court of the State of California for the County of
22 Los Angeles.

23 **F. “Class Notice”** means and refers to the notice sent to Class Members after
24 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
25 Agreement.

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28 ¹ The Action was originally filed by plaintiff Hector Hermosillo (“Hermosillo”), but Hermosillo has since
been dismissed as a party to the Action.

1 **G.** “**Defendant**” or “**Defendants**” shall refer to defendant SEKO Worldwide LLC
2 and defendant Air-City, Inc.

3 **H.** “**Employer Taxes**” means employer-funded taxes and contributions imposed on
4 the wage portions of the Individual Settlement Payments under the Federal Insurance
5 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
6 and contributions required of employers, such as for unemployment insurance.

7 **I.** “**Final Approval Date**” means the later of: (1) the date the Court signs an Order
8 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
9 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
10 have been filed, the date on which they have been resolved or exhausted.

11 **J.** “**General Release**” means the general release of claims by Plaintiff, which is in
12 addition to her limited release of claims as a Participating Class Member and Aggrieved
13 Employee.

14 **K.** “**Gross Settlement Amount**” or “**GSA**” or “**GFV**” means a non-reversionary
15 fund in the sum of Six Hundred and Seventy-Five Thousand Dollars and Zero Cents
16 (\$675,000.00),² which shall be paid by Defendants, and from which all payments for the
17 Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to
18 Aggrieved Employees and the Court-approved amounts for attorneys’ fees and reimbursement
19 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, Incentive
20 Award to Plaintiff, and the LWDA Payment for resolution of Plaintiff’s cause of action for civil
21 penalties under the Labor Code Private Attorneys’ General Act, codified at Labor Code Section
22 2698, *et seq.* (“PAGA”), interest and certain taxes shall be paid. The Gross Settlement Amount
23 expressly excludes Employer Taxes, which shall be paid by Defendants separate and apart from
24 the Gross Settlement Amount.

25 **L.** “**Individual PAGA Payment**” means a payment to an Aggrieved Employee of
26 his or her share of the PAGA Payment.

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² As the same may be increased in accordance with Paragraph 17.

1 **M. “Individual Settlement Payment”** means a payment to a Participating Class
2 Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA
3 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

4 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
5 Amount that a Settlement Class Member is projected to receive based on the number of
6 Workweeks that he or she worked as a Settlement Class Member during the Class Period,
7 excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also
8 an Aggrieved Employee.

9 **O. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent
10 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
11 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and
12 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand
13 Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
14 Five Thousand Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a
15 *pro rata* basis, based on the Pay Periods worked during the PAGA Period (“PAGA Payment”).

16 **P. “Net Settlement Amount” or “Class Employee Fund”** means the portion of the
17 Gross Settlement Amount that is available for distribution to Participating Class Members after
18 deductions for the Court-approved allocations for Settlement Administration Fees and Costs,
19 Incentive Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and
20 expenses to Class Counsel, and the LWDA Payment and the PAGA Payment.

21 **Q. “Operative Complaints or “Complaints”** means the Complaints on file in the
22 Action.

23 **R. “PAGA Payment” or “PAGA Employee Payment”** is the \$5,000.00 payment
24 payable to Aggrieved Employees on a *pro rata* Pay Period basis in addition to the Individual
25 Settlement Share they will receive if they do not opt out of the Settlement.

26 **S. “PAGA Period”** means the period from February 18, 2018 through the end date
27 of the Class Period.
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1 **T. “Participating Class Members”** means all Settlement Class Members who do
2 not submit a timely and valid Request for Exclusion.

3 **U. “Participating Individual Settlement Share”** means the gross amount of the
4 Net Settlement Amount that a Participating Class Member is eligible to receive based on the
5 number of Workweeks that he or she worked during the Class Period once all opt-outs have been
6 factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he
7 or she is also an Aggrieved Employee.

8 **V. “Parties”** shall refer to Plaintiff and Defendants collectively.

9 **W. “Pay Period”** means the number of combined pay periods that an Aggrieved
10 Employee worked for Defendants during the PAGA Period, based on hire dates, re-hire dates (as
11 applicable) and termination dates (as applicable). Any pay period during which an Aggrieved
12 Employee worked one day shall be counted as a Pay Period.³

13 **X. “Plaintiff”** shall refer to Plaintiff Elizabeth Rivera.

14 **Y. “Preliminary Approval Date”** means the date on which the Court enters an
15 Order granting preliminary approval of the Settlement.

16 **Z. “Released Parties”** shall mean SEKO Worldwide LLC and Air-City, Inc., as
17 well as each of their parent companies, subsidiaries, related companies, affiliates, dbas,
18 shareholders, and any past, present or future officers, directors and employees, predecessors,
19 successors, and assigns, as well as American Freight Int’l LAX Corp. and Langfan Ruan.

20 **AA. “Response Deadline”** means the deadline for Settlement Class Members to mail
21 any Requests for Exclusion, objections, or Workweek disputes to the Settlement Administrator,
22 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
23 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
24 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
25 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which

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27 ³ The Parties agree that Plaintiff Rivera worked 1,845 Pay Periods for Defendants during the PAGA
28 Period. The Parties further agree that Hermosillo worked 1,003 Pay Periods for Defendants during the PAGA Period.

1 to postmark a Request for Exclusion, Workweek Dispute or objection. The date of the postmark
2 shall be the exclusive means for determining whether a Request for Exclusion, objection, or
3 Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator
4 shall inform the Class Member of the extended deadline with the re-mailed Class Notice.

5 **BB. “Request for Exclusion”** means a written request to be excluded from the
6 Settlement Class pursuant to Section 9.C below.

7 **CC. “Incentive Award(s)”** means the monetary amount to be paid to Plaintiff
8 Elizabeth Rivera of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which,
9 subject to Court approval, will be paid out of the Gross Settlement Amount.

10 **DD. “Settlement Administration Costs”** means all costs incurred by the Settlement
11 Administrator in administration of the Settlement, including, but not limited to, translating the
12 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
13 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
14 associated taxes and withholdings, providing declarations, generating Individual Settlement
15 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
16 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
17 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Incentive Awards,
18 and to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections
19 and related information, and any other actions of the Settlement Administrator as set forth in this
20 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
21 are estimated not to exceed \$7,490. If the actual amount of the Settlement Administration Costs
22 is less than \$7,490, the difference between \$7,490 and the actual Settlement Administration
23 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs
24 exceed \$7,490, then such excess will be paid solely from the Gross Settlement Amount and
25 Defendants will not be responsible for paying any additional funds in order to pay these
26 additional costs.

27 **EE. “Settlement Administrator”** means the Third-Party Administrator, Apex Class
28 Action Administration, chosen to be responsible for the administration of the Settlement

1 including, without limitation, translating the Class Notice in Spanish, the distribution of the
2 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
3 and related matters under this Agreement.

4 **FF. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
5 Plaintiff Rivera, Hermosillo, and all persons currently or formerly employed by Defendants
6 SEKO Worldwide LLC and Air-City, Inc. that were directly hired by SEKO Worldwide LLC
7 and/or Air-City, Inc. as non-exempt, hourly-paid employees during the Class Period in the State
8 of California.

9 **GG. “Workweek”** means the number of combined workweeks that a Settlement Class
10 Member worked for Defendants during the Class Period in California, based on hire dates, re-
11 hire dates (as applicable) and termination dates (as applicable). Any week during which a
12 Settlement Class Member worked one day shall be counted as a Workweek.⁴

13 **2. BACKGROUND**

14 **A.** On or around August 23, 2021, Hermosillo filed with the LWDA and served on
15 Defendants a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Hermosillo
16 intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees.
17 The PAGA Notice alleged various violations of the Labor Code.

18 **B.** On March 3, 2022, Hermosillo filed the putative wage-and-hour class action,
19 Case No. 22STCV07714. Hermosillo alleged that during the Class Period, with respect to
20 Hermosillo and the Settlement Class Members, Defendants, *inter alia*, failed to pay overtime
21 wages, failed to pay minimum wages, failed to provide meal periods, failed to permit rest periods,
22 owed waiting time penalties, committed wage statement violations, failed to indemnify, failed
23 to timely pay wages, and engaged in unfair competition. On February 18, 2022, Hermosillo filed
24 the PAGA action, Case No. 22STCV06252, alleging Hermosillo’s related representative
25 allegations and claims for civil penalties under PAGA.

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27 ⁴ The Parties agree that Plaintiff Rivera worked 2,585 Workweeks for Defendants during the Class Period.
28 The Parties further agree that the original plaintiff in the Action, Hector Hermosillo, worked 2,810
Workweeks for Defendants during the Class Period.

1 **C.** On August 8, 2022, the Court found the class action and the PAGA Action related
2 and designated the class action as the lead action.

3 **D.** In or around May 2023, DOE amendments naming SEKO Worldwide, LLC
4 (“SEKO”) as DOE 1 were filed in the Class Action and PAGA Action.

5 **E.** On August 8, 2023, the Court consolidated the class action and the PAGA action
6 for all purposes (the “Action”).

7 **F.** On or around June 10, 2024, Plaintiff Elizabeth Rivera filed with the LWDA and
8 served on Defendants a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating
9 Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved
10 Employees. The PAGA Notice alleged various violations of the Labor Code.

11 **G.** On August 22, 2024, Hermosillo amended the Complaint in the Action to add
12 Elizabeth Rivera as an additional named Plaintiff. Subsequently, Hermosillo was dismissed as
13 a Party to the Action.

14 **H.** In advance of mediation, the Parties engaged in both formal and informal
15 discovery and Defendants provided Class Counsel with, among other things: (1) all relevant
16 employee handbooks and wage-and-hour policies in effect during the Class Period; (2) the
17 number of current and former non-exempt employees of Defendants in the Class Period and the
18 number of current and former non-exempt employees of Defendants in the PAGA Period; (3) a
19 sampling of time and payroll records for the estimated 294 Class Members; (4) information
20 regarding job titles in effect during the Class Period; (5) class data points and class contact
21 information; (6) a meal period waiver exemplar; and (7) all documents pertaining to Plaintiff
22 that Defendants were able to retrieve.

23 **I.** On September 9, 2024, the Parties participated in an initial mediation session
24 before Hon. Daniel Buckley (Ret.), a well-regarded mediator experienced in mediating complex
25 civil disputes. Thereafter, on May 9, 2025, the Parties participated in a second mediation session
26 before Hon. Daniel Buckley (Ret.). With the aid of the mediator’s evaluation, after two full days
27 of settlement discussions through the mediator on the mediation dates as well as in between the
28 two mediation sessions, the Parties reached the Settlement to resolve the Action. As part of the

1 Settlement, the Parties agree and stipulate that Plaintiff Rivera’s claims and allegations relate
2 back to the initial filing on February 18, 2022 for all claims and allegations in the Operative
3 Complaints in the Action.

4 **J.** Class Counsel has conducted significant investigation of the law and facts relating
5 to the claims asserted in the Action and the PAGA Notice, and has concluded that the Settlement
6 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
7 taking into account the sharply contested issues involved, the expense and time necessary to
8 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
9 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
10 learned through formal and informal discovery regarding Plaintiff’s allegations, and the
11 substantial benefits to be received by the Settlement Class Members.

12 **K.** Defendants have concluded that, because of the substantial expense of defending
13 against the Action, the length of time necessary to resolve the issues presented herein, and the
14 inconvenience involved, and the concomitant disruption to their business operations, it is in its
15 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
16 claims asserted against it in the Action. However, Defendants nevertheless desire to settle the
17 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
18 and for the purpose of putting to rest the controversies engendered by the Action.

19 **L.** This Agreement is intended to and does effectuate the full, final, and complete
20 resolution of all Class Released Claims, as defined below in paragraph 7(A), on behalf of
21 Plaintiff and Participating Class Members, and all PAGA Released Claims, as defined below in
22 paragraph 7(B), of Plaintiff and, to the fullest extent permitted by law, of the State of California
23 and Aggrieved Employees.

24 **3. JURISDICTION**

25 The Court has jurisdiction over the Parties and the subject matter of the Action. The
26 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
27 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
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1 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
2 pursuant to California Rule of Court, rule 3.769, subdivision (h).

3 **4. STIPULATION OF CLASS CERTIFICATION**

4 The Parties stipulate to the certification of the Settlement Class under this Agreement for
5 purposes of settlement only.

6 **5. MOTIONS FOR APPROVAL OF SETTLEMENT AND AMENDMENT OF**
7 **PLEADING**

8 After full execution of this Agreement, Plaintiff will move for an order granting
9 preliminary approval of the Settlement, approving and directing the mailing of the proposed
10 Class Notice attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for
11 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
12 of Requests for Exclusion, Workweek Disputes, and objections. If and when the Court
13 preliminarily approves the Settlement, and after administration of the Class Notice in a manner
14 consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an order finally
15 approving the Settlement and seek entry of a Judgment in line with this Settlement. If the Court
16 does not grant preliminary approval or conditions preliminary approval on any material change
17 to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
18 behalf of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the
19 Court’s concerns.

20 **6. STATEMENT OF NO ADMISSION**

21 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiff,
22 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
23 in the Action. This Agreement shall not be deemed an admission by Defendants of any claims
24 or allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
25 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails
26 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way
27 any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to
28 have waived, limited, or affected in any way any of its objections or defenses in the Action. The

1 Parties shall be restored to their respective positions in the Action prior to the entry of this
2 Settlement. The Court shall retain jurisdiction over the Parties to enforce the settlement until
3 performance in full of the terms of the Settlement Agreement, in accordance with Code of Civil
4 Procedure section 664.6.

5 **7. RELEASE OF CLAIMS**

6 **A. Release by All Participating Class Members.**

7 Effective only upon the entry of an Order granting Final Approval of the Settlement,
8 entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
9 Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and
10 all Participating Class Members will release the Released Parties of all claims, rights, demands,
11 damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class
12 Period for the claims brought by Plaintiff in the Action, or that could have been brought by
13 Plaintiff in the Action, except for any claim(s) for civil penalties under PAGA (the “Class
14 Released Claims”).

15 **B. Release by All Aggrieved Employees**

16 Aggrieved Employees and the LWDA (to the extent permitted by law) will release the
17 Released Parties only claims for civil penalties under PAGA brought in the Action and alleged
18 in the PAGA Notices filed with the LWDA on August 23, 2021 and June 10, 2024 by Hermosillo
19 and Plaintiff, which arose during the PAGA Period (the “PAGA Released Claims”). The Class
20 Released Claims and PAGA Released Claims shall be referred to herein as the “Released
21 Claims”.

22 **C. Claims Not Released**

23 The releases above in paragraph 7(A) and paragraph 7(B) expressly exclude all other
24 claims, including claims for vested benefits, wrongful termination, claims arising under the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security, and
26 workers’ compensation, and any other claims outside of the Class Released Claims of
27 Participating Class Members, including Plaintiff, arising during the Class Period and the PAGA
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1 Released Claims of Aggrieved Employees, including Plaintiff (and, to the extent permitted by
2 law, the State of California) arising outside of the PAGA Period.

3 **D. General Release.**

4 Effective only upon the entry of an Order granting Final Approval of the Settlement,
5 entry of Judgment, and payment by Defendants to the Settlement Administrator selected of the
6 full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
7 addition to the Released Claims, Plaintiff makes the additional following General Release:

8 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
9 action of every nature and description whatsoever, known or unknown, asserted or that might
10 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
11 law or regulation arising out of, relating to, or in connection with any act or omission of the
12 Released Parties through the date of full execution of this Agreement in connection with
13 Plaintiff's employment with Defendants or termination thereof, except for any and all other
14 claims that may not be released as a matter of law through this Agreement. With respect to the
15 General Release provided herein, Plaintiff stipulates and agrees that, through the Final Approval
16 Date and payment by Defendants to the Settlement Administrator selected of the full Gross
17 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, she shall have
18 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
19 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
20 federal or state law, which provides:

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

26 **E. Release by Defendants**

27 Defendants shall release the representative Plaintiff from any and all claims associated
28 with her employment with Defendants or related to the filing of the Action.

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1 **8. SETTLEMENT ADMINISTRATOR**

2 Plaintiff and Defendants, through their respective counsel, have selected Apex Class
3 Action Administration to administer the Settlement, which includes but is not limited to
4 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
5 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
6 expenses of the Settlement Administrator, currently estimated to be \$7,490 will be paid from the
7 Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less
8 than \$7,490, the difference between \$7,490 and the actual Settlement Administration Costs shall
9 be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,490,
10 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not
11 be responsible for paying any additional funds in order to pay these additional costs.

12 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
13 **PROCESS**

14 **A. Notice to the Settlement Class Members.**

15 (1) Within fourteen (14) calendar days after the Preliminary Approval Date,
16 Defendants' Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with
17 information with respect to each Settlement Class Member, including his or her: (1) full name,
18 last known address(es) and last known telephone number(s) currently in Defendants' possession,
19 custody, or control; (2) full Social Security Number in Defendants' possession, custody, or
20 control; and (3) the hire dates, re-hire dates (if applicable) and termination dates (if applicable)
21 for each Settlement Class Member⁵ ("Class List"). Defendants have a continuing duty to
22 immediately notify Class Counsel and the Settlement Administrator if they discover that the
23 Class List omitted a Settlement Class Member's identifying information and to provide corrected
24 or updated class data for the Class List as soon as reasonably feasible. Without any extension of
25 the deadline by which Defendants' Counsel must send the Class List to the Settlement

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27 ⁵ The Parties agree that Plaintiff Rivera worked 2,585 Workweeks for Defendants during the Class Period
28 and 1,845 Pay Periods for Defendants during the PAGA Period. The Parties further agree that Hermosillo
worked 2,810 Workweeks for Defendants during the Class Period and 1,003 Pay Periods for Defendants
during the PAGA Period.

1 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
2 reconstruct or otherwise resolve any issues related to missing or omitted class data or identifying
3 information from the Class List. The Settlement Administrator shall perform an address search
4 using the United States Postal Service National Change of Address (“NCOA”) database and
5 update the addresses contained on the Class List with the newly found addresses, if any. Within
6 seven (7) calendar days of receiving the Class List from Defendants, the Settlement
7 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
8 Members via first-class regular U.S. Mail using the most current mailing address information
9 available. The Settlement Administrator shall maintain a list with names and all addresses to
10 which notice was given, and digital copies of all the Settlement Administrator’s records
11 evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from
12 the Final Approval Date. Such information shall be available to Class Counsel and Defendants’
13 Counsel upon request.

14 (2) The Class Notice will set forth:

- 15 (a) the Settlement Class Member’s estimated Individual Settlement
16 Share and Individual PAGA Payment, and the basis for each;
- 17 (b) the information required by California Rule of Court, rule 3.766,
18 subdivision (d);
- 19 (c) the material terms of the Settlement;
- 20 (d) the proposed Settlement Administration Costs;
- 21 (e) the definition of the Settlement Class;
- 22 (f) a statement that the Court has preliminarily approved the
23 Settlement;
- 24 (g) how the Settlement Class Member can obtain additional
25 information, including contact information for Class Counsel;
- 26 (h) information regarding opt-out and objection procedures;
- 27 (i) the date and location of the Final Approval Hearing; and
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(j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) business days. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto within three (3) business days by the Settlement Administrator.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and objections/comments received by the Settlement Administrator.

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B. Objections.

Only Participating Class Members may object or comment regarding the Settlement. In order for any Participating Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline (or the extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and Defendants' counsel and attach each objection, if any, to the declaration that Class Counsel files with the Court in support of the Motion for Final Approval. The objection should set forth in writing: (1) the objector's name; (2) the objector's address; (3) the last four digits of the objector's Social Security Number; (4) the objector's signature; (5) a statement of whether the objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the objection, along with whatever legal authority, if any, the objector asserts in support of the objection. If a Participating Class Member objects to the Settlement, the Participating Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Participating Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Participating Class Member who does not object. The date of mailing of the Class Notice to the objecting Participating Class Member shall be conclusively determined according to the records of the Settlement Administrator. Participating Class Members need not object in writing to be heard at the Final Approval Hearing; they may object or comment in person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

C. Requesting Exclusion.

Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Class Action Settlement by mailing a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline (or the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security

1 Number; (3) the Class Member’s signature; and (4) the following statement or something to its
2 effect: “Please exclude me from the Settlement Class in the *Hermosillo, et al. v. Air-City, Inc.,*
3 *et al.* matter” or any statement standing for the proposition that the Class Member does not wish
4 to participate in the Settlement. The Settlement Administrator shall immediately provide copies
5 of all Requests for Exclusion to Class Counsel and Defendants’ Counsel and shall report the
6 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance
7 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using
8 this procedure will not be entitled to receive any payment from the Settlement and will not be
9 bound by the Settlement Agreement or have any right to object to, appeal, or comment on the
10 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting
11 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
12 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
13 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit
14 both a Request for Exclusion and an objection. If a Settlement Class Member submits an
15 objection and a Request for Exclusion, the Request for Exclusion will control and the objection
16 will be void. Settlement Class Members who worked during the PAGA Period that submit a
17 valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
18 Individual PAGA Payment, and will be bound by the release encompassed in the PAGA
19 Released Claims.

20 **D. Disputes Regarding Settlement Class Members’ Workweeks Data and/or**
21 **Aggrieved Employees’ Pay Period Data.**

22 Class Members and Aggrieved Employees will have an opportunity to dispute the
23 information provided in their Class Notice. To the extent Class Members dispute the number of
24 Workweeks or Aggrieved Employees dispute the number of Pay Periods to which they have been
25 credited, those employees may produce evidence to the Settlement Administrator showing that
26 such information is inaccurate. Absent evidence rebutting Defendants’ records, Defendants’
27 records will be presumed determinative. However, if a Class Member or Aggrieved Employee
28 produces evidence to the contrary, the Settlement Administrator will evaluate the evidence

1 submitted by the Class Member or Aggrieved Employee and will make the final decision as to
2 the number of Workweeks or Pay Periods that should be applied. All such disputes are to be
3 resolved not later than ten (10) calendar days after the Response Deadline.

4 **E. Extension of Response Deadline for Remailing**

5 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
6 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is
7 later, in which to postmark a Request for Exclusion, written objection or to dispute their
8 attributed Workweek count in the Class Period and/or PAGA Period.

9 **F. Cooperation**

10 If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
11 otherwise discover any persons who believe they should have been included in the Class List
12 and should have received a Class Notice, the Parties will expeditiously meet and confer, and in
13 good faith in an effort to agree on whether to include them as Class Members. If the Parties
14 agree, such persons will be Class Members entitled to the same rights as other Class Members,
15 and the Settlement Administrator will send, via email or overnight delivery, a Class Notice
16 requiring them to exercise options under this Agreement not later than fifteen (15) days after
17 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

18 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
19 **PAYMENTS TO PLAINTIFF, PARTICIPATING CLASS MEMBERS, AND**
20 **AGGRIEVED EMPLOYEES**

21 The Individual Settlement Payment will be calculated and distributed to Plaintiff from the
22 Net Settlement Amount on a *pro rata* basis, based on Plaintiff's number of combined
23 Workweeks worked by Plaintiff for Defendants, as well as Beyond Resource Solutions, Inc. (a
24 staffing agency that placed Plaintiff Rivera with Defendants) during the Class Period. The
25 Individual PAGA Payment to Plaintiff will be calculated and distributed to Plaintiff from the
26 PAGA Payment on a *pro rata* basis based on Plaintiff's number of combined Pay Periods
27 worked by Plaintiff for Defendants, as well as Beyond Resource Solutions, Inc. during the
28 PAGA Period. The Parties agree that Plaintiff Rivera worked 2,585 Workweeks for Defendants

1 during the Class Period and 1,845 Pay Periods for Defendants during the PAGA Period.⁶

2 Individual Settlement Payments will be calculated and distributed to Participating Class
3 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
4 Members' respective number of combined Workweeks worked for Defendants during the
5 Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and
6 distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on
7 Aggrieved Employees' respective number of combined Pay Periods worked for Defendants
8 during the PAGA Period. Specific calculations of the Individual Settlement Shares to
9 Participating Class Members and Individual PAGA Payments to Aggrieved Employees will be
10 made as follows:

11 A. The Settlement Administrator will determine the total number of Workweeks
12 worked by each Settlement Class Member during the Class Period ("Class Member's
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
15 Administrator will determine the total number of Pay Periods worked by each Aggrieved
16 Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the
17 aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period
18 ("PAGA Pay Periods").

19 B. To determine each Settlement Class Member's Individual Settlement Share, the
20 Settlement Administrator will use the following formula: Individual Settlement Share =
21 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

22 C. To determine each Participating Class Member's Participating Individual
23 Settlement Share, the Settlement Administrator will determine the aggregate number of
24

25 ⁶ The Parties agree that the Individual Settlement Payment to Hermosillo will be calculated and distributed to
26 Hermosillo from the Net Settlement Amount on a *pro rata* basis, based on Hermosillo's number of combined
27 Workweeks worked by Hermosillo for Defendants, as well as American Freight Int'l Lax Corp (a staffing agency
28 that placed Hermosillo with Defendants) during the Class Period. The Individual PAGA Payment to Hermosillo
will be calculated and distributed to Hermosillo from the PAGA Payment on a *pro rata* basis based on
Hermosillo's number of combined Pay Periods worked by Hermosillo for Defendants, as well as American
Freight Int'l Lax Corp during the PAGA Period. The Parties further agree that Hermosillo worked 2,810
Workweeks for Defendants during the Class Period and 1,003 Pay Periods for Defendants during the PAGA
Period.

1 Workweeks worked by all Participating Class Members during the Class Period (“Participating
2 Class Workweeks”) and use the following formula: Individual Settlement Share =
3 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net
4 Settlement Amount.

5 **D.** The net amount of the Participating Individual Settlement Share is to be paid
6 out to Participating Class Members by way of check and is referred to as “Individual Settlement
7 Payment(s)”.

8 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
9 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
10 PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$5,000.00)
11 (the “PAGA Payment”).

12 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
13 to Participating Class Members and/or Aggrieved Employees by way of check. When a
14 Participating Class Member is also an Aggrieved Employee, one check may be issued that
15 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

16 **11. DISTRIBUTION OF PAYMENTS**

17 **A. Distribution of Individual Settlement Payments.**

18 Participating Class Members will receive an Individual Settlement Payment. All
19 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
20 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
21 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and
22 eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after
23 expiration of the 180-day period, checks for such payments shall be canceled and funds
24 associated with such checks shall be transmitted to the State Controller Unclaimed Property
25 Division in the name of the Participating Class Member or Aggrieved Employee to whom the
26 check had been issued, thereby leaving no “unpaid residue” subject to the requirements of
27 California Code of Civil Procedure section 384, subdivision (b), as amended.
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1 The Parties, Class Counsel and Defense Counsel represent that they are not aware of
2 any other pending matter or action asserting claims that will be extinguished or affected by the
3 Settlement.

4 **B. Funding of Settlement.**

5 Within fourteen (14) calendar days after the Final Approval Date, Defendants shall
6 deposit the Gross Settlement Amount in the amount of Six Hundred Seventy-Five Thousand
7 Dollars and Zero Cents (\$675,000.00) (or escalated GFV should the same be escalated pursuant
8 to Paragraph 17) along with the full amount of employer's share of taxes to the Settlement
9 Administrator (*i.e.*, Employer's Taxes) pursuant to Internal Revenue Code section 1.468B-1 for
10 deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured
11 banking institution, for distribution in accordance with this Agreement and the Court's orders
12 and subject to the conditions described herein.

13 Individual Settlement Payments and Individual PAGA Payments shall be paid
14 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from
15 the QSA shall be made for (1) the Incentive Award to Plaintiff as specified in this Agreement
16 and approved by the Court; (2) the attorneys' fees and costs awarded to Class Counsel, as
17 specified in this Agreement and approved by the Court; (3) the Settlement Administration Costs,
18 as specified in this Agreement and approved by the Court; (4) the LWDA Payment, as specified
19 in this Agreement; and (5) the PAGA Payment. The balance and any accrued interest thereon
20 remaining shall constitute the Net Settlement Amount from which Individual Settlement
21 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.
22 All interest accrued shall be for the benefit of Participating Class Members and distributed on a
23 *pro rata* basis.

24 **C. Time for Distribution.**

25 No more than seven (7) calendar days after payment of the full Gross Settlement Amount
26 by Defendants (as the same may be increased to in accordance with Paragraph 17), as well as
27 Employer Taxes, the Settlement Administrator shall distribute all payments due under the
28 Settlement, including the Individual Settlement Payments to Participating Class Members and

1 Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments
2 for the Incentive Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class
3 Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to the
4 LWDA.

5 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

6 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
7 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which shall amount to
8 Two Hundred Thirty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$236,250.00),
9 unless that amount is escalated pursuant to Paragraph 17. Class Counsel shall further apply for,
10 and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement
11 of actual costs associated with Class Counsel's prosecution of this matter as set forth by
12 declaration testimony in an amount up to Thirty-Five Thousand Dollars and Zero Cents
13 (\$35,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement
14 Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain
15 Final Approval of the settlement in the Action. The "future" aspect of the amounts stated herein
16 includes, without limitation, all time and expenses expended by Class Counsel (including any
17 appeals therein), except for any matters that arise from Defendants' failure to materially comply
18 with the terms of this Agreement. There will be no additional charge of any kind to either the
19 Settlement Class Members or request for additional consideration from Defendants for such
20 work unless, in the event of a material breach of this Agreement by Defendants, Plaintiffs are
21 required to move the Court for enforcement of this Agreement. Should the Court approve
22 attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts
23 provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

24 **13. INCENTIVE AWARDS TO PLAINTIFF**

25 Plaintiff shall seek, and Defendants shall not oppose, a service award for Plaintiff
26 Elizabeth Rivera in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero
27 Cents (\$7,500.00) for her participation in and assistance with the Action. Any Incentive Award
28 awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an

1 IRS Form 1099. If the Court approves the Incentive Award to Plaintiff in less than the amount
2 sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3 **14. TAXATION AND ALLOCATION**

4 **A.** Each Participating Individual Settlement Share shall be allocated as follows:
5 20% as wages (to be reported on an IRS Form W2); and 80% to interest and penalties (to be
6 reported on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees
7 shall be allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree
8 that the employee's share of taxes and withholdings with respect to the wage-portion of the
9 Participating Individual Settlement Share will be withheld from the Participating Individual
10 Settlement Share in order to yield the Individual Settlement Payment. The amount of federal
11 income tax withholding will be based upon a flat withholding rate for supplemental wage
12 payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented.
13 Income tax withholding will also be made pursuant to applicable state and/or local withholding
14 codes or regulations.

15 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
16 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
17 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
18 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
19 processes set forth in this Section may be modified in a manner to bring Defendants into
20 compliance with any such changes.

21 **C.** All Employer Taxes shall be paid by Defendants separate, apart and above from
22 the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
23 payroll taxes as described above.

24 **D.** Neither Counsel for Plaintiff nor Defendants intend anything contained in this
25 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
26 Agreement be relied upon as such within the meaning of United States Treasury Department
27 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

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1 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

2 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
3 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
4 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
5 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
6 (\$5,000.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on
7 a *pro rata* basis based upon their respective number of combined Pay Periods worked for
8 Defendants during the PAGA Period (*i.e.*, the Individual PAGA Payments).

9 **16. COURT APPROVAL**

10 This Agreement is contingent upon an order by the Court granting Final Approval of the
11 Settlement, and that the LWDA does not intervene and/or object to the Settlement. Plaintiff is
12 responsible for providing notice of the settlement and the preliminary approval hearing to the
13 LWDA as required by PAGA. In the event it becomes impossible to secure approval of the
14 Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions
15 in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not
16 approved by the Court or approval is reversed on appeal, it shall have no force or effect and no
17 Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to
18 issue any appropriate orders when denying approval; and/or (b) there are any terms and
19 conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement
20 being voided or not approved, and which control in such an event.

21 **17. INCREASE IN WORKWEEKS**

22 Defendants represent that there are no more than 20,074 Workweeks worked by Class
23 Members during the Class Period. In the event the number of Workweeks worked increases by
24 more than 10%, or 2,007 Workweeks worked (*i.e.*, collectively more than 22,081 workweeks),
25 then the GFV shall be increased proportionally by the Workweeks worked in the Class Period
26 in excess of 22,081 Workweeks multiplied by the Workweek Value. The Parties agree that the
27 Workweek Value amounts to and the settlement amounts to \$33.63 per Workweek. Thus, for
28 example, should there be 30,000 Workweeks worked by Class Members in the Class Period,

1 then the GFV shall be increased by \$226,315.97. ((30,000 Workweeks – 22,081 Workweeks)
2 x \$33.63 per Workweek.).

3 **18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT**
4 **AMOUNT AND EMPLOYERS' TAXES**

5 Not including the opt outs of any Class Members and employees who already have
6 pending lawsuits against Defendants and choose to opt out of this Settlement, if more than
7 10% of Class Members validly opt out of the class (i.e., timely submit a valid opt out),
8 Defendants will have the right, but not the obligation, to void the Settlement, but will still have
9 to pay the Settlement Administration Costs incurred as of the date that Defendants exercise the
10 right to void the Class Settlement. Defendants shall notify Class Counsel and the Court whether
11 they are exercising this right to void the Settlement not later than five (5) days after the
12 Settlement Administrator notifies the Parties of the number of valid opt outs it has received.
13 The Parties and their counsel agree that they will not take any action inconsistent with this
14 Settlement, including, without limitation, encouraging Class Members to opt out of the
15 Settlement.

16 **19. NOTICE OF JUDGMENT**

17 In addition to any duties set out herein, the Settlement Administrator shall provide
18 notice of the Final Judgment entered in the Action by posting the same on its website for at
19 least four (4) years after the Judgment becomes final.

20 **20. MISCELLANEOUS PROVISIONS**

21 **A. No Admission of Liability, Class Certification or Representative**
22 **Manageability for Other Purposes.**

23 This Agreement represents a compromise and settlement of highly disputed claims.
24 Nothing in this Agreement is intended or should be construed as an admission by Defendants
25 that any of the allegations in the Operative Complaints have merit or that Defendants have any
26 liability for any claims asserted; nor should it be intended or construed as an admission by
27 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
28 certification and representative treatment is for purposes of this Settlement only. If, for any

1 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
2 Defendants reserve the right to contest certification of any class for any reasons, and
3 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
4 right to move for class certification on any grounds available and to contest Defendants'
5 defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will
6 have no bearing on, and will not be admissible in connection with, any litigation (except for
7 proceedings to enforce or effectuate the Settlement and this Agreement).

8 **B. Publicity**

9 Until the Motion for Preliminary Approval is filed, neither Defendants nor Plaintiff shall
10 disclose, disseminate or publicize this Settlement, including but not limited to communications
11 through any social media, unless so ordered by the Court. This provision shall not apply to any
12 court filings made by the Parties in seeking approval of the Settlement. Nothing in this provision
13 is intended to prohibit (i) Plaintiff from discussing this settlement with her spouse or partner,
14 attorneys, tax advisor or financial advisor; (ii) Plaintiff's counsel from identifying the Action on
15 future Court filings to demonstrate Plaintiff's counsel's adequacy as class counsel; or (iii)
16 Plaintiff's counsel from communicating with putative class members in this case or with the
17 court in which this action is pending.

18 **C. Attorney Authorization.**

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

24 **D. No Prior Assignments.**

25 The Parties separately represent and warrant that they have not directly or indirectly
26 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
27 or entity and portion of any liability, claim, demand, action, cause of action, or right released
28 and discharged by the Party in this Settlement.

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E. No Tax Advice.

Neither Plaintiff, 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.

F. 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.

G. Agreement Binding on Successors.

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

H. 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.

I. 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.

J. Confidentiality

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

K. 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.

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L. 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 in the event that the Court does not grant final approval of the Settlement, this Agreement shall constitute a stipulation pursuant to CCP section 583.330 extending the date to bring a case to trial under CCP section 583.310 for the entire period of the settlement process.

M. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Plaintiff and Defendants with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith. Plaintiff, on Plaintiff’s own behalf and on behalf of the Settlement Class, and Defendants participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed against the other. The Agreement may be modified only by a writing signed by the Parties or their successors in interest and approved by the Court.

N. Further Cooperation.

Plaintiff, Defendants, and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties

1 agree that they will not take any action inconsistent with this Agreement, including, without
2 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
3 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
4 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
5 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
6 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
7 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence
8 of opt-outs and/or objections.

9 **O. Counterparts.**

10 The Agreement may be executed in one or more actual or non-original counterparts, all
11 of which will be considered one and the same instrument and all of which will be considered
12 duplicate originals.

13 **P. Authority.**

14 Each individual signing below warrants that he or she has the authority to execute this
15 Agreement on behalf of the party for whom or which that individual signs.

16 **Q. No Third-Party Beneficiaries.**

17 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and
18 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

19 **R. Deadlines Falling on Weekends or Holidays.**

20 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
21 or legal holiday, that deadline shall be continued until the following business day.

22 **S. Severability.**

23 In the event that one or more of the provisions contained in this Agreement shall for any
24 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
25 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
26 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
27 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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T. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

IT IS SO AGREED:

Dated: 01/27, 2026

Rivera, Elizabeth

ELIZABETH RIVERA
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: _____, 2026

Defendant SEKO Worldwide LLC
By;
Its:

IT IS SO AGREED:

Dated: _____, 2026

Defendant Air-City, Inc.
By;
Its:

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T. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

IT IS SO AGREED:

Dated: _____, 2026

ELIZABETH RIVERA
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: January 20 _____, 2026



Defendant SEKO Worldwide LLC
By: Char Smith
Its: Chief Legal Officer & Chief of Staff

IT IS SO AGREED:

Dated: January 20 _____, 2026



Defendant Air-City, Inc.
By: Char Smith
Its: Chief Legal Officer & Chief of Staff

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AGREED AS TO FORM ONLY:



Dated:, 2026
1-27-26

Jasmin K. Gill
Ashlie E. Fox
Sacha Pomares
J. Gill Law Group, P.C.
Counsel for Plaintiff Elizabeth Rivera

Dated: _____, 2026

Stacey McKee Knight
Janella T. Gholian
Katten Muchin Rosenman LLP
**Counsel for Defendants SEKO Worldwide
LLC and Air-City, Inc.**

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Counsel for Plaintiff Elizabeth Rivera

Dated: 1/20 , 2026



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EXHIBIT A

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

Hector Hermosillo, et al. v. Air-City, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 22STCV07714, consolidated with 22STCV06252)

As a current or former non-exempt, hourly-paid employee for SEKO Worldwide LLC and Air-City, Inc. in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and PAGA Action Settlement because the records of SEKO Worldwide LLC and Air-City, Inc. (“Defendants”) show you are a “Class Member” and/or an “Aggrieved Employee”, and therefore entitled to a payment from this class action and PAGA action settlement. Class Members are all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees during the period of February 18, 2018 through May 9, 2025 (“Class Period”) in the State of California. Aggrieved Employees are all non-exempt, hourly-paid employees of Defendants who worked during the period of February 18, 2018 through the end date of the Class Period (“PAGA Period”) in the State of California.

- The settlement resolves class action and PAGA lawsuits, *Hector Hermosillo, et al. v. Air-City, Inc., et al.* (the “Lawsuits”), which allege Defendants: (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally-compliant meal breaks under California law, (4) failed to provide Class Members legally-compliant rest breaks under California law, (5) failed to timely pay all wages due upon termination or resignation, (6) failed to provide Class Members with legally compliant wage statements, (7) failed to reimburse employees for business expenses, (8) failed to timely pay wages during employment, and (9) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for violation of a number of Labor Code statutes, discussed further below, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- Defendants vigorously deny the claims in the Lawsuits and contend that they fully complied with all applicable laws.
- The parties have agreed to settle this matter to avoid uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action and PAGA action settlement and ordered that all Class Members be notified of the settlement. The Court has not made any determination of the validity of the claims in the Lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuits.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuits. If you worked during the PAGA Period as a non-exempt, hourly-paid employee of Defendants as well, then you will be deemed an

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	<p>“Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>If you do not opt out of the class action settlement, you may write to the settlement administrator, Apex Settlement Administrators (“Settlement Administrator”), about why you object to the settlement and they will forward your concerns to counsel, who will then provide your objection to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. Regardless of whether you submit a written objection, you or your attorney may also address the Court during the final approval hearing scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012.</p>

The final fairness and approval hearing on the adequacy, reasonableness, and fairness of the settlement will be held at **[REDACTED]**.m. on **[REDACTED]**, in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, **Dept. 9**, Los Angeles, California 90012. You are not required to attend the hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants SEKO Worldwide LLC and Air-City, Inc. as a non-exempt, hourly-paid employee during the period of February 18, 2018 through May 9, 2025. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a Settlement Administrator appointed by the Court, will make the payments described in this Notice. This Notice explains the Lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Elizabeth Rivera was a non-exempt, hourly-paid employee for Defendants in California. She is the “Plaintiff” in this case and is suing on behalf of herself, Class Members, and Aggrieved Employees for Defendants’ alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay all wages due upon termination or resignation, failure to reimburse employees for business expenses, failure to timely pay wages during employment, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

Defendants deny all of the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the final fairness and approval hearing.

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

Summary of the Settlement Terms

Plaintiff and Defendants SEKO Worldwide LLC and Air-City, Inc. have agreed to settle this case on behalf of themselves and the Class Members and Aggrieved Employees for the gross settlement amount of \$675,000.00 (“Gross Settlement Amount”), unless the Gross Settlement Amount is escalated pursuant to the settlement agreement (“Agreement”). The Gross Settlement Amount includes: (1) administration fees and costs of up to \$7,490.00; (2) a service payment of up to \$7,500.00 to Plaintiff Elizabeth Rivera for her time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (3) up to 35% in attorneys’ fees which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$236,250.00 in attorneys’ fees (pursuant to the Settlement Agreement, if Defendants elect the option to increase the Gross Settlement Amount due to an increase in the number of Workweeks worked by the aggregate settlement class, the attorneys’ fees requested will also increase because it is a percentage of the Gross Settlement Amount); (4) actual litigation costs up to \$35,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00, \$15,000.00 of which will be payable to the Labor and Workforce Development Agency (“LWDA”) and \$5,000.00 of which will be payable to Aggrieved Employees. After deducting these sums, a total of approximately **\$368,760.00** will be available for distribution to Class Members (“Net Settlement Amount”). An additional \$5,000.00 will be payable to and divided among Aggrieved Employees on a *pro rata* pay period basis. In addition to the Gross Settlement Amount, Defendants will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. Per the terms of the Settlement, Defendants shall have paid the full sum of the Gross Settlement Amount no later than fourteen (14) calendar days after the Court finally approves the settlement.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of combined workweeks worked by Class Members for Defendants during the Class Period (“Class Member’s Workweeks”). Specifically, to determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount. In addition, Aggrieved Employees who worked during the PAGA Period will receive a *pro rata* share of the \$5,000 allocated as PAGA penalties, whether or not they opt out of the class action settlement, based on the number of combined pay periods worked by the Aggrieved Employee for Defendants during the PAGA Period. The Settlement Administrator will determine the total number of combined pay periods worked by each Aggrieved Employee for Defendants during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”). To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$5,000.00).

Defendants’ records indicate that you worked [Eligible Workweeks] as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute. This is an estimate and is subject to change.

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099; 20% of each Class Member's settlement payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your settlement share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your settlement check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the settlement checks will no longer be able to be cashed. Any funds represented by settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the State Controller Unclaimed Property Division in the name of the Participating Class Member or Aggrieved Employee to whom the check had been issued.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendants, as well as each of their parent companies, subsidiaries, related companies, affiliates, dbas, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, and assigns, as well as American Freight Int'l LAX Corp. and Langfan Ruan (the "Released Parties") of all Released Claims (defined below) he or she may have or had upon final approval of this settlement, entry of judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and employer taxes pursuant to the Agreement.

"Class Released Claims" means all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs in the Action, or that could have been brought by Plaintiffs in the Action, except for any claim(s) for civil penalties under PAGA.

"PAGA Released Claims", which applies to all Aggrieved Employees, means, only claims for civil penalties under PAGA brought in the Action and alleged in the PAGA Notices filed with the LWDA on August 23, 2021 and June 10, 2024 which arose during the PAGA Periods.

The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims."

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Member settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the settlement, and you desire to be excluded from the settlement. The written request for exclusion must include your name, your Social Security Number, your signature, and the following statement or something to its effect: "Please exclude me from the Settlement Class in the *Hector Hermosillo, et al. v. Air-City, Inc., et al.* matter"

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

or any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an Individual PAGA Payment for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

**[Settlement Administrator]
[Mailing Address]**

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the settlement then you will get no payment as a Class Member, and retain your legal rights to pursue claims, other than the PAGA Released Claims, that would otherwise be released by the settlement of the Lawsuits.

Option 3 – Submit an Objection to the Settlement

If you do not exclude yourself from the settlement and wish to object to the settlement, you may submit an objection in writing stating why you object to the settlement. Your objection must provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the final fairness and approval hearing, and your reasons for why you think the Court should not approve the settlement, along with any legal authority, if any, you assert supports your objection. The Court will consider oral objections at the Final Approval hearing even if no written objections have been submitted. You may orally object in person or through counsel at the Final Approval hearing, even if you did not submit written objection. Your written objection must be mailed to the Settlement Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Class Member settlement payment.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED] .m. in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Dept. 9, Los Angeles, California 90012, and discuss your objections with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

Change of Address

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your settlement payment or future correspondence concerning this Lawsuit to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For a more detailed statement of the matters involved in this case and the settlement, you may visit www. .com, call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, who may be reached as follows:

J. GILL LAW GROUP, P.C.

Jasmin K. Gill (jasmin@jkgilllaw.com)

Sacha Pomares (sacha@jkgilllaw.com)

515 South Flower Street, Suite 1800

Los Angeles, CA 90071

Telephone: (213) 459-6023 (*habla Español*)

Facsimile: (310) 728-2137

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Operative Complaints, the Settlement Agreement, Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles County Superior Court, located at [ADDRESS], during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.

All inquiries by Class Members regarding this Notice of Class Action and PAGA Action Settlement and/or the settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]