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**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

**JOHN MEDIODIA, individually and on  
behalf of all others similarly situated and as  
proxy for the LWDA,**

**Plaintiff,**

**v.**

**SOCAL JET SERVICES, INC. a California  
corporation; ANDY FUENTES, an  
individual; and DOES 1-100, inclusive,**

**Defendant.**

**Hon. Amy D. Hogue**

**Case No.: 18STCV05751**

**AMENDED JOINT STIPULATION OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT AGREEMENT AND RELEASE  
OF CLAIMS**

**Complaint Filed: September 5, 2018**  
**Trial Date: None Set**

This Joint Stipulation of Class And Representative Action Settlement Agreement and  
Release of Claims (“Settlement Agreement” or “Settlement”), is made and entered into between  
Plaintiff John Mediodia (“Plaintiff”), individually and on behalf of himself and on behalf of the  
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1 Class and Class Members (as defined below), and Defendants SoCal Jet Services, Inc. and Andy  
2 Fuentes (collectively, “Defendants”).

3 This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and  
4 settle the Action (as defined below) and the Released Claims (as defined below), upon and subject to  
5 the terms and conditions hereof, as follows:

6 **I. RECITALS.**

7 a. Procedural Posture

8 1. On June 26, 2018, Plaintiff provided written notice to the Labor and Workforce  
9 Development Agency (“LWDA”) and Defendants claiming Defendants violated specific provisions of  
10 the Labor Code, including the facts and theories to support those alleged violations.

11 2. Between August and October, 2018, the Parties entered into a number of tolling  
12 agreements purporting to toll all applicable statutes of limitations beginning on August 31, 2018.

13 3. On November 20, 2018, Plaintiff John Mediodia filed a Complaint in the Superior Court  
14 of California for the County of Los Angeles titled “*John Mediodia, individually and on behalf of other*  
15 *similarly situated current and former employees and as proxy for the LWDA v. SoCal Jet Services, Inc.;*  
16 *Andy Fuentes; and DOES 1-100, inclusive,*” Case No. 18STCV05751 (“Complaint”).

17 b. The Parties Have Engaged In Extensive Discovery

18 4. Between June, 2019 and March 9, 2020, as part of the Parties’ formal and informal  
19 discovery and settlement negotiations, Defendants provided Plaintiff’s counsel with over ten thousand  
20 pages of documents and formal verified discovery responses. Specifically, Defendants produced  
21 Plaintiff’s time and payroll records, as well as all of the wage statements they issued between November,  
22 2015 and November, 2019 to all employees and the time and wage records for a sampling of members of  
23 the Technician Class. Defendants also produced policy documents and numerical data regarding the  
24 number of California employees they had during the relevant periods. Defendants provided  
25 supplemental numerical information in connection with the mediation and Counsel for the Parties have  
26 further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the  
27 defenses thereto, and the damages and penalties potentially available to Plaintiff in the Class Action. In  
28 conjunction with those same negotiations, the Parties have spoken at length about the strengths and

1 weaknesses of each sides' claims and defenses, the certifiability of the class, and the scope of  
2 Defendant's potential liability. Both Plaintiff and Defendant retained experts to examine the data and  
3 determine the extent of the Class's potential damages.

4 c. The Parties Successful Settlement Efforts

5 5. On March 9, 2020, the Parties participated in good faith in arms' length settlement  
6 discussions at a mediation with experienced employment class action mediator Steven A. Paul, Esq. in  
7 Burbank. Through the mediation, the Parties reached a settlement in principle and executed a formal  
8 Memorandum of Understanding. After several weeks of further negotiations, the Parties executed this  
9 Settlement Agreement, which further expanded the class and increased the class members and the  
10 settlement amount as detailed herein.

11 6. The Parties believe and agree that this Settlement is a fair, adequate, and reasonable  
12 resolution of the Class Action and have arrived at this Settlement in arms-length negotiations, taking into  
13 account all relevant factors, present and potential, each side recognizing the risks of an adverse result.

- 14 7. As a result of the Class Action and efforts of Plaintiff and Class Counsel, Defendants  
15 a. Revised the format of their wage statements as of its August 31, 2018 payroll  
16 distribution and then revised the format again as of its May 8, 2020 payroll  
17 distribution;  
18 b. Revised the frequency at which it paid it employees to bi-weekly beginning on August  
19 26, 2018;  
20 c. Revised its policies, practices, and procedures associated with the calculation and  
21 payment of employee overtime and double time; and  
22 d. Voluntarily paid more than \$50,000 in back wages to its employees.

23 d. Summary of The Parties' Agreed Upon Terms

24 8. For purposes of this Settlement only, Plaintiff contends and Defendants do not dispute  
25 that there is sufficient evidence to support the requisites for certification of the Class for settlement  
26 purposes, specifically:

- 27 a. There are approximately 43 Technician Class Members and 61 Wage Statement  
28 Class Members, which is so numerous as to make it impractical to join all Class Members;

- b. The Class is ascertainable from Defendants' records;
- c. Common questions of law and fact exist;
- d. The claims of the Plaintiff are typical of the claims of the Class Members and Plaintiff is an adequate representative and should be appointed as such;
- e. Mayall Hurley, P.C. is adequate to represent the Class and should be appointed as Class Counsel;
- f. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which could establish incompatible standards of conduct; and
- g. Questions of law and fact common to the members of the Class predominate over questions affecting individual members of the Class and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

e. Defendants' Denials

By entering into this Settlement, Defendants deny and continue to deny: (a) all of the allegations made by Plaintiff or the Class in the Action; (b) that it violated any applicable laws; (c) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or laws asserted in the Act; and (d) that class certification or representative treatment of the Action or any alleged claim is proper. Defendants emphasize that the Court has not made any findings of liability as to Defendants and the Court has not determined that Class certification is warranted in this Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that Class certification or representative treatment is appropriate for any purpose other than settlement purposes alone, Defendants have agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendants contained in this Agreement are made for settlement purposes only.

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1 **II. DEFINITIONS.**

2 9. “Action” or “Class Action” refers to the civil action entitled: *Mediodia v. SoCal Jet*  
3 *Services, Inc.*, pending in the Superior Court of California, County of Los Angeles, Case No.  
4 18STCV05751.

5 10. “Agreement,” “Settlement Agreement,” or “Settlement” refers to this Joint Stipulation of  
6 Class Action Settlement Agreement and Release of Claims, which includes all of the Recitals and the  
7 Exhibits attached hereto.

8 11. “Class” and “Class Members” refers to all current and former California employees of  
9 Defendant who either (i) was non-exempt, performed mechanic services, and was paid a 160-hour  
10 minimum monthly compensation at any time between August 31, 2014 and August 31, 2018, and/or (ii)  
11 received a wage statement at any time between August 31, 2017 and May 8, 2020. To allow for orderly  
12 distribution of the Net Settlement Amount and releases that properly track the claims advanced, the  
13 Parties have agreed to the following specific classes:

14 a. All current and former California non-exempt employees of Defendants who  
15 performed mechanic services and were paid a 160-hour minimum monthly  
16 compensation at any time between August 31, 2014 and August 31, 2018 (the  
17 “Technician Class”); and

18 b. All current and former California employees of Defendants who received a wage  
19 statement at any time between August 31, 2017 and May 8, 2020 (the “Wage  
20 Statement Class”).

21 12. “Class Counsel” refers Mayall Hurley P.C., by and through Lead Counsel Jenny D.  
22 Baysinger and Robert J. Wasserman. For purposes of providing any notices required under this  
23 Agreement, Class Counsel shall refer to Jenny D. Baysinger ([jbaysinger@mayallaw.com](mailto:jbaysinger@mayallaw.com)) and Robert J.  
24 Wasserman ([rwasserman@mayallaw.com](mailto:rwasserman@mayallaw.com)), Mayall Hurley P.C. 2453 Grand Canal Boulevard, Stockton,  
25 California 95207.

26 13. “Class List” refers to the list of Class Member information to be provided to the  
27 Settlement Administrator by Defendants.

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1           14.     “Class Notice” refers to the Notice of Pendency of Class Action, Preliminary Approval of  
2 Settlement, and Hearing for Final Approval, substantially in the form attached here to as Exhibit 1, as it  
3 may be modified by order of the Court, which will be sent to the Class Members in both English and  
4 Spanish.

5           15.     “Class Representative” refers to the named Plaintiff in the Action, John Mediodia.

6           16.     “*Cy Pres*” refers to the Court Appointed Special Advocates for Children of Los Angeles  
7 (serving Los Angeles County), 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142.

8           17.     “Defendants” refers collectively to the named Defendants in the Class Action, SoCal Jet  
9 Services, Inc. and Andy Fuentes.

10          18.     “Defense Counsel” refers to Kaufman Dolowich Voluck, LLP. For purposes of providing  
11 any notices required under this Agreement, Defense Counsel shall refer to Julie M. Weber  
12 (jweber@kdvlaw.com), and Rosely George (rgeorge@kdvlaw.com); Kaufman Dolowich Voluck, LLP,  
13 11755 Wilshire Blvd., Suite 2400, Los Angeles, CA 90025.

14          19.     “Effective Date” as defined below is a condition of performance of the obligations under  
15 this Settlement. The Effective Date is determined as follows: If no Class Member or any person  
16 claiming to have standing submits an objection or otherwise purports to object to the Settlement  
17 Agreement, then the Effective Date is the date of the Court’s entry of a final approval order and  
18 judgment finally approving the Settlement Agreement (“Order of Final Approval”). If any Class  
19 Member or any person claiming to have standing submits an objection or otherwise purports to object to  
20 the Settlement Agreement, then the Effective Date is the date after (a) the Court’s entry of a final  
21 approval order and judgment finally approving the Settlement Agreement (“Order of Final Approval”),  
22 *and* (b) the first to occur of the following: (1) the date for seeking appellate review of the Court’s Order  
23 of Final Approval has passed without a timely appeal or request for review having been made (i.e., 60  
24 days after entry of the trial court’s Order of Final Approval and Judgment); or (2) if an appeal, review, or  
25 writ is sought from the Order of Final Approval, the day after the Order of Final Approval is affirmed or  
26 the appeal, review or writ is dismissed or denied, and the Order of Final Approval is no longer subject to  
27 further judicial review.

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1           20.   “Employee Taxes and Withholdings” shall mean the employee’s share of any and all  
2 applicable federal, state or local payroll taxes on the portion of any Participating Class Member’s  
3 Settlement Share that constitutes wages. The Employee Taxes and Withholdings will be withheld from  
4 and paid out of the Net Settlement Amount, as appropriate.

5           21.   “Employer Taxes” shall mean and refer to Defendants’ share of federal, state and/or local  
6 payroll taxes that is owed on the portion of any Participating Class Member’s Settlement Share that  
7 constitutes wages. The Employer-side Taxes shall be separately paid by Defendants and shall not be paid  
8 from the Maximum Settlement Amount or Net Settlement Amount.

9           22.   “Final Approval Hearing” means the hearing set by the Court for the purpose of  
10 determining, inter alia, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the Service  
11 Payment to Plaintiff, and (3) the fees and costs of Class Counsel.

12           23.   “Final Approval Order” or “Order of Final Approval” refer to the order of the Court  
13 granting final approval of this Settlement and entering a judgment approving this Settlement on  
14 substantially the same terms provided herein or as may be modified by subsequent agreement of the  
15 Parties.

16           24.   “Maximum Settlement Amount” refers to the maximum amount which Defendants are  
17 jointly and severally obliged to pay under this Agreement, i.e., Two Hundred Thousand Dollars  
18 (\$200,000). The Maximum Settlement Amount includes Employee-side Taxes and Withholdings, but  
19 does not include Employer-side Taxes on the wage portion of the Settlement.

20           25.   “Net Settlement Amount” refers to the Maximum Settlement Amount, less the Court-  
21 approved (a) costs of the Settlement Administrator, (b) payment to the California Labor and Workforce  
22 Development Agency (“LWDA”), (c) Service Payment of Plaintiff, and (d) Class Counsel’s Fees and  
23 Costs.

24           26.   “Order of Preliminary Approval” or “Preliminary Approval Order” refers to the order of  
25 the Court granting preliminary approval of this Settlement and authorizing dissemination of the Class  
26 Notice.

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1           27.    “Participating Class Members” refers to all Class Members who choose to participate in  
2 this Settlement and who do not timely and validly exclude themselves from the Settlement in accordance  
3 with the procedures set forth herein.

4           28.    “Parties” refers collectively to the named Plaintiff and the named Defendants in the  
5 Action.

6           29.    “Plaintiff” refers to the named Plaintiff in the Action, John Mediodia.

7           30.    “Qualified Settlement Fund” or “QSF” shall mean the Qualified Settlement Fund  
8 established by the Settlement Administrator for the benefit of the Settlement Class members and from  
9 which the Settlement Shares and all other payments under this Agreement shall be paid with the  
10 exception of the employer’s share of payroll taxes, The an account that will qualify and be characterized  
11 as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations 1.486B-1 and  
12 1.468B-5, to be set up as provided below, and into which the Maximum Settlement Amount is to be  
13 deposited as agreed herein, to be administered in a manner consistent with law and the terms of this  
14 Settlement.

15           31.    “Released Claims” refers collectively to the claims released by Participating Class  
16 Members and as defined in Paragraph 66.

17           32.    “Released PAGA Claims” means the PAGA claims released by Plaintiff on behalf of  
18 herself and the other allegedly aggrieved employees and the LWDA, described in detail in Paragraph 67,  
19 as against Defendants.

20           33.    “Released Parties” means (i) Defendants SoCal Jet Services, Inc. and Andy Fuentes;  
21 (ii) each of Defendants’ respective past, present and future parents, subsidiaries, and affiliates including,  
22 without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-  
23 profit entity which controls, is controlled by, or is under common control with Defendants; (iii) the past,  
24 present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members,  
25 partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit  
26 plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual  
27 or entity which could be jointly liable with any of the foregoing.

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1           34.     “Response Period” or “Response Deadline” means the final date, forty-five (45) days after  
2 the Settlement Administrator mails the Class Notice to the Class Members, or fifteen (15) days after any  
3 re-mailed Notice Packets, whichever is later, upon which Class Members may submit a request for  
4 exclusion or objection to the Settlement. The applicable Response Deadline will be specifically  
5 identified on the Class Notice by a date certain.

6           35.     “Settlement Administrator” refers to Phoenix Settlement Administration Solutions, the  
7 third-party administrator whom the Parties have mutually selected to administer the Settlement in  
8 accordance with the terms set forth herein and as approved by the Court.

9           36.     “Settlement Share” refers to the payment to which a Participating Class Member is  
10 entitled to receive pursuant to the Settlement.

11           37.     “Technician Class Member” shall refer to all current and former California non-exempt  
12 employees of Defendants who performed mechanic services and were paid a 160-hour minimum  
13 monthly compensation at any time during the Technician Class Period.

14           38.     “Technician Class Period” means August 31, 2014 through May 8, 2020.

15           39.     “Wage Statement Class Members” refers to all current and former California Employees  
16 of Defendants who received a wage statement at any time during the Wage Statement Class Period.

17           40.     “Wage Statement Class Period” means August 31, 2017 through May 8, 2020.

18 **III.   APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS CERTIFICATION,**  
19 **DISSEMINATION OF NOTICE, AND SETTING OF FINAL APPROVAL HEARING.**

20           41.     Promptly upon the full execution of this Agreement, Plaintiff shall apply to the Court for  
21 approval of the Settlement, including an Order of Preliminary Approval that, amongst other things, (a)  
22 preliminarily approves the Settlement under the legal standards relating to the approval of class action  
23 settlements; (b) preliminarily certifies the Technician Class and the Wage Statement Class for settlement  
24 purposes only; (c) approves the Class Notice and authorizes dissemination of the same; (d) preliminarily  
25 approves Plaintiff as Class Representative; (e) preliminarily approves Mayall Hurley as Class Counsel;  
26 (f) preliminarily approves Phoenix Settlement Administration Solutions to serve as Settlement  
27 Administrator; and (g) sets a Final Approval Hearing and briefing schedule. Should this Settlement not  
28 become effective for any reason, the fact that the Parties stipulated to certification of a Class shall have  
no bearing on and shall not be admissible on the question of whether a class action should be certified in

1 a non-settlement context. Defendants do not waive, and instead expressly reserve, their rights to  
2 challenge the propriety of class certification for any purpose should the Court not approve the Settlement  
3 Agreement.

4 **IV. CONSIDERATION FOR THE SETTLEMENT.**

5 42. Maximum Settlement Amount; Non-Reversionary.

6 The Parties agree to settle this Class Action for the Maximum Settlement Amount of  
7 \$200,000.00. The settlement is being made on an all-in, non-reversionary basis, such that Defendants  
8 will pay the entirety of the agreed-upon Maximum Settlement Amount. Subject to the terms and  
9 conditions of this Agreement, the Maximum Settlement Amount is paid by Defendants in full and final  
10 settlement of (a) the Released Claims, (b) the costs of the Settlement Administrator, (b) the payment to  
11 the LWDA, (c) the Service Payment to Plaintiff, (d) Employee-side Taxes and Withholdings, and (e)  
12 Class Counsel’s Fees and Costs. The Maximum Settlement Amount shall be deposited into the QSF as  
13 outlined below. The Maximum Settlement Amount does not include the Employer Taxes, which also  
14 must be paid by Defendants.

15 43. Payment Timing and Terms

16 The Defendants agree to pay the Maximum Settlement Amount in installment payments as  
17 follows:

- 18 (i) Initial Payment – Defendants will transmit \$100,000 to the QSF within ten (10)  
19 calendar days of the Effective Date or December 15, 2020, whichever is later.  
20 (ii) Monthly Installment Payments – Defendants will transmit \$15,000 to the QSF on  
21 or before the 1<sup>st</sup> day of the month, for each of the six (6) months following the  
22 Initial Payment, , and \$10,000 on the 1<sup>st</sup> day of the month on the seventh calendar  
23 month after the initial payment is due.

24 By way of example, if the Initial Payment is due December 15, 2020, the  
25 first Monthly Installment Payment of \$15,000 will be due on or before the  
26 1<sup>st</sup> day of January, 2021, the second Monthly Installment Payment of  
27 \$15,000 will be due on or before the 1<sup>st</sup> day of February, 2021, etc., and the  
28

1 final Monthly Installment Payment of \$10,000 will be due on or before the  
2 1<sup>st</sup> of July, 2021.

3 44. Allocation of the Maximum Settlement Amount.

4 Subject to Court approval, the Maximum Settlement Amount of \$200,000.00 will be allocated as  
5 follows:

- 6 (i) \$7,500.00 for the fees and costs of the Settlement Administrator;
- 7 (ii) \$7,500 for payment to LWDA under the PAGA;
- 8 (iii) \$10,000.00 for Service Payment to Plaintiff (and for CC 1542 release);
- 9 (iv) \$12,500.00 for payment to Class Counsel for reasonable costs; and
- 10 (v) \$66,666.67 for payment to Class Counsel for attorneys' fees (1/3 of the MSA).

11 The remainder constitutes the estimated Net Settlement Amount: \$95,833.33; \$52,708.33 (60%)  
12 allocated to the Technician Class and \$43,125.00 (40%) allocated to the Wage Statement Class.

13 45. Proportional Distribution of Maximum Settlement Amount

14 The Maximum Settlement Amount will be proportionally distributed in two (2) separate  
15 distributions, the first within ten (10) calendar days after the Initial Payment is deposited into the QSF  
16 and the second within ten (10) calendar days after the eighth and final Monthly Installment Payment is  
17 deposited into the QSF.

18 46. Escalator Clause.

19 The Parties agree that there are approximately 43 Technician Class Members and 61 Wage  
20 Statement Class Members. If either of these numbers increases by 10% or more, there shall be an equal  
21 increase in the Maximum Settlement Amount (i.e., if the number of class members increases by 11%,  
22 the Maximum Settlement Amount Shall increase by 1%, etc.).

23 47. Reasonable Fees and Costs of the Settlement Administrator.

24 All of the Settlement Administrator's costs, which are not to exceed \$7,500.00 unless otherwise  
25 approved by the Court, will be paid out of the Maximum Settlement Amount from the QSF. If there are  
26 any unused amounts of the allocated Settlement Administrator costs after the settlement distribution,  
27 such amounts shall be distributed to the *cy pres* beneficiary. The Settlement Administrator shall deduct  
28 the entirety of its approved costs from the Initial Payment to the QSF.

1           48.    Payment to the LWDA under the PAGA.

2           The Settlement allocates \$10,000 to the PAGA claims. Defendants do not oppose the allocation.  
3           Of that amount, 75% – or \$7,500 – will be paid to the LWDA, and 25% – or \$2,500 – will be returned to  
4           the portion of the Net Settlement Amount allocated to the Participating Class Members. The Settlement  
5           Administrator shall make the payment to the LWDA within ten (10) calendar days of the Effective Date  
6           or within ten (10) calendar days after Defendants transmit the Final Monthly Installment to the QSF,  
7           whichever is later.

8           49.    Service Payment to Plaintiff.

9           Subject to Court approval, Plaintiff will apply for a Service Payment not to exceed \$10,000, in  
10          consideration for his efforts on behalf of the Class including, but not limited to, assisting in the  
11          investigation of his claims and consulting with Class Counsel, advising Defendants of their alleged  
12          wrongdoing and motivating a number of policy and practice changes, providing critical information and  
13          documents to Class Counsel, participating in discovery, attending the mediation in Burbank, and  
14          participating in post-mediation settlement negotiations. Any Service Payment approved by the Court  
15          will be paid out of the Maximum Settlement Amount and shall be in addition to Plaintiff's Settlement  
16          Share under the terms of the Settlement. In addition to the claims released under the Settlement, and as  
17          set forth in greater detail below, Plaintiff will also provide a general release which includes California  
18          Civil Code section 1542 waiver. The Settlement Administrator will issue an IRS Form 1099 for any  
19          Service Payment approved by the Court. The Settlement Administrator shall mail the first proportional  
20          amount of the Service Payment to Plaintiff, in the amount of \$5,000.00, within ten (10) calendar days  
21          after Defendants fund the QSF with the Initial Payment or within ten (10) calendar days of the Effective  
22          Date, whichever is later. The Settlement Administrator shall mail the second proportional amount of the  
23          Service Payment, in the amount of \$5,000.00, within ten (10) calendar days after Defendants fund the  
24          QSF with the final Monthly Installment Payment or within ten (10) calendar days of the Effective Date,  
25          whichever is later. Defendants do not oppose the proposed Service Payment.

26          50.    Reasonable Attorneys' Fees and Costs to Class Counsel.

27          Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys' fees  
28          and costs incurred in connection with the prosecution of this matter; all of the work remaining to be

1 performed including, but not limited to, preparing all of the motions and documents necessary to secure  
2 Court approval of the Settlement Agreement (including all related appellate work); carrying out their  
3 duties to see that the Settlement Agreement is fairly administered and implemented; responding to  
4 questions from Class Members; and obtaining dismissal of the Class Action.

5 Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed  
6 \$66,666.66, or one-third, of the Maximum Settlement Amount, and declared costs of up to \$12,500.00.  
7 Defendants do not oppose Class Counsel's request. The fees and costs awarded to Class Counsel by the  
8 Court shall be paid out of the Maximum Settlement Amount from the QSF. The Settlement  
9 Administrator shall issue an IRS Form 1099 to Class Counsel in connection with this payment. The  
10 Settlement Administrator shall distribute the first proportional attorneys' fee payment (\$33,333.33) and  
11 the entirety of the attorneys' costs awarded to Class Counsel (\$12,500) within ten (10) calendar days  
12 after Defendants fund the QSF with the Initial Payment or within ten (10) days after the Effective Date,  
13 whichever is later. The Settlement Administrator shall distribute the remainder of the attorneys' fee  
14 award, in the amount of \$33,333.33, within ten (10) calendar days after Defendants fund the QSF with  
15 the Final Monthly Installment or within ten (10) calendar days of the Effective Date, whichever is later.

16 In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above, or for  
17 the Service Payment referenced in Paragraph 49, the approval by the Court of any such lesser sum(s)  
18 shall not be grounds for Plaintiff and/or Class Counsel to terminate the Settlement, but such an order  
19 shall be appealable by them. In the event that such an appeal is filed, administration of the portion of the  
20 attorneys' fees and/or costs award and/or service payment in dispute will be segregated and stayed  
21 pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review,  
22 additional amounts are distributable to the Participating Class Members, the cost of administration of the  
23 payments to them will be paid out of such additional amounts and not by Defendants. In the event that  
24 appellate review is not sought regarding Class Counsel's attorneys' fees and costs, any amount not  
25 awarded in attorneys' fees, costs and Service Payment shall be added to the Maximum Settlement  
26 Amount and distributed to the Participating Class Members in accordance with the terms of the  
27 Settlement.

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1           51.     Tax Treatment of Settlement Shares.

2           For the purpose of taxes and required withholdings, the Parties agree to the following: (1) 100%  
3 of the amount distributed to each Participating Wage Statement Class Member shall constitute penalties  
4 (for which an IRS Form 1099 shall be issued); (2) 20% of each Participating Technician Class Member's  
5 Settlement Share shall constitute wages (for which an IRS Form W-2 shall be issued), and 40% shall  
6 constitute interest and 40% shall constitute penalties (for which an IRS Form 1099 shall be issued).

7           Prior to the distribution of Settlement Shares, the Settlement Administrator shall calculate the  
8 total taxes and withholdings required as a result of the wage portion of the Settlement Share and such  
9 actual amount will be deducted therefrom. Additionally, within ten (10) calendar days of the Effective  
10 Date, or earlier upon Defendants' request, the Settlement Administrator shall calculate the Employer  
11 Taxes due on the wage portion of the Settlement Shares and issue instructions to Defendants to  
12 separately fund these obligations. Defendants, Defendants' counsel, the Settlement Administrator, and  
13 Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments called  
14 for hereunder, and Plaintiff and Participating Class Members are not relying on any statement,  
15 representation, or calculation by Defendants, Defendants' counsel, Plaintiff's counsel, or the Settlement  
16 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they  
17 will be solely responsible for the payment of any taxes and penalties assessed on their respective  
18 payments described herein and will defend, indemnify, and hold Defendants, Defendants' counsel,  
19 Plaintiff's counsel and the Settlement Administrator free and harmless from and against any claims  
20 resulting from treatment of such payments as non-taxable damages.

21           52.     No Effect on Employee Benefit Plans.

22           It is expressly understood and agreed that the receipt of Settlement Shares will not entitle any  
23 Participating Class Member to additional or derivative compensation or benefits under any Defendants  
24 bonus, contest or other compensation or benefit plan or agreement in place during the period covered by  
25 the Settlement, nor will it entitle any Participating Class Member to any increased retirement, 401k  
26 benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that  
27 the settlement awards provided for in this Agreement are the sole payments to be made by Defendants to  
28 the Participating Class Members, and that the Participating Class Members are not entitled to any

1 additional or derivative compensation or benefits as a result of having received the Settlement Shares  
2 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that  
3 might have been in effect during the period covered by this Settlement).

4 53. Undistributed Funds.

5 In the event that any checks mailed to Participating Class Members remain uncashed after the  
6 expiration of 180 days from mailing, or an envelope mailed to a Participating Class Member is returned  
7 and no forwarding address can be located for the Participating Class Member after reasonable efforts  
8 have been made (including but not limited to skip tracing), then any such funds shall be transmitted to  
9 the Settlement Administrator and distributed as follows in accordance with California Code of Civil  
10 Procedure section 384:

11 100% to Court Appointed Special Advocates for Children of Los Angeles (serving Los  
12 Angeles County), 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142.

13 The Settlement Administrator shall apply for and return to Defendants any Employer Taxes paid on the  
14 funds from the returned checks.

15 **V. ADMINISTRATION OF THE SETTLEMENT.**

16 54. Duties of the Settlement Administrator.

17 The Settlement Administrator shall perform the duties required by this Settlement by, among  
18 other things, and without limitation, (i) receiving and updating through normal and customary procedures  
19 the Class List to be produced by Defendant, so that it is updated prior to the mailing of the Class Notice,  
20 (ii) populating, translating, printing, and mailing the Court-approved Class Notice, (iii) creating and  
21 maintaining an informational website, (iv) responding to Class Member inquiries as appropriate, (v)  
22 performing necessary additional skip traces on any notices and/or checks returned as undeliverable, (vi)  
23 tracking exclusions and calculating the Settlement Shares of the Participating Class Members, (vii)  
24 resolving disputes during the administration process in the manner described below, (viii) reporting to  
25 Class Counsel and Defense Counsel regarding administration of the Settlement, (ix) establishing the QSF  
26 in the manner described below, (x) preparing and mailing settlement checks to the Participating Class  
27 Members, (xi) preparing and distributing the Court-approved payments to the itself, the LWDA, the  
28 Class Representatives, and Class Counsel, (xii) preparing all appropriate tax forms required in

1 connection with the payments called for by this Settlement and remitting those forms and all required  
2 payments to the appropriate governmental agencies, providing any leftover funds to the designated Cy  
3 *Pres*; preparing and filing with appropriate agencies all appropriate tax forms required and returning  
4 payment to Defendants in connection with a return of Employer taxes owed on returned checks(xiv)  
5 preparing a final report summarizing the administration of the Settlement, and (xiii) generally performing  
6 all normal and customary duties associated with the administration of such settlements.

7 55. Dispute Resolution.

8 The Settlement Administrator shall have the initial responsibility for resolving any disputes that  
9 arise during the administration of the Settlement including, without limitation, disputes regarding  
10 whether a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving  
11 such disputes, Defendants' employment records shall be presumed accurate and correct, and shall be  
12 final and binding unless the information submitted by the individual (e.g., time records, wage statements,  
13 employment records, etc.) proves otherwise. In the event that the Settlement Administrator cannot  
14 resolve a dispute based upon a review of Defendants' records, the Settlement Administrator will  
15 schedule a call with Class Counsel and Defense Counsel to discuss and resolve the dispute. After such  
16 call, the Settlement Administrator will resolve the dispute and such resolution will be final and binding  
17 on the Class Member.

18 56. Establishing the Qualified Settlement Fund.

19 The Settlement Administrator shall establish for the benefit of the Settlement Class members and  
20 from which the Settlement Shares and all other payments under this Agreement shall be paid with the  
21 exception of the employer's share of payroll taxes. The Settlement Administrator shall have its own  
22 Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own  
23 Employer Identification Number and shall transmit the required employers' and employees' share of the  
24 withholdings, if any, to the appropriate state and federal tax authorities. The Settlement Administrator  
25 shall establish a settlement fund that meets the requirements of a QSF under U.S. Treasury Regulation  
26 section 468B-1 and section 468B of the Internal Revenue Code of 1986, as amended (the "Code"). The  
27 QSF shall be an interest-bearing account at a federally insured bank that is mutually acceptable to the  
28 parties and the Settlement Administrator. The parties agree that the QSF is intended to be a "Qualified



1 Settlement Fund” under Section 468B of the Code and Treas. Reg. Section 1.468B-1, 26 CFR Sections  
2 1.468B-1, et seq., and will be administered by the Settlement Administrator With respect to the QSF, the  
3 Settlement Administrator shall: (1) open and administer in such a manner as to qualify and maintain the  
4 qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Code and Treas.  
5 Reg. Section 1.468B-1; (2) satisfy all federal, state, and local income and other tax reporting, return, and  
6 filing requirements with respect to Defendants and the QSF and any interest or other income earned by  
7 the QSF; and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties)  
8 with respect to the interest or other income earned by the QSF, and (ii) fees, expenses, and costs incurred  
9 in connection with the opening and administration of the QSF and the performance of its duties and  
10 functions as described in this Settlement Agreement. The aforementioned taxes, fees, costs, and expenses  
11 shall be treated as, and included in, the costs of administering the QSF and as Settlement Administration  
12 costs. The Settlement Administrator shall provide copies to Defendants of any federal, state, and local  
13 income or other tax reporting, return, and filing prepared on Defendants’ behalf. The Parties agree to  
14 cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry  
15 out the provisions of this section.

16 The Settlement Administrator shall be treated as an “administrator” as defined at Treasury  
17 Regulation section 1.468B-2(k) for purposes of federal and state income tax reporting with respect to the  
18 distributions and payments made under this Settlement Agreement. Accordingly, the Settlement  
19 Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2  
20 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest at  
21 times and in the manner required by the Internal Revenue Code and consistent with this Settlement  
22 Agreement. If the Internal Revenue Code, the regulations promulgated thereunder, or other applicable  
23 tax law, is changed after the date of this Settlement Agreement, the processes set forth in this section  
24 may be modified in a manner to comply with any such changes. Notwithstanding the treatment of the  
25 payments to each Settlement Class member above, none of the payments called for by this Settlement  
26 Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for  
27 any purpose of any applicable benefit or retirement plan, unless required by such plans. Any interest

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1 accrued shall inure to the benefit of the Class. The Maximum Settlement Amount shall be deposited into  
2 the QSF as follows:

3 \$100,000 within ten (10) calendar days of the Effective Date, or on December 15, 2020,  
4 whichever is later (the “Initial Payment Date”);

5 \$15,000 on the 1<sup>st</sup> day of the month following ten (10) calendar days after the Initial Payment  
6 Date;

7 \$15,000 on the 1<sup>st</sup> day of the second month following ten (10) calendar days after the Initial  
8 Payment Date;

9 \$15,000 on the 1<sup>st</sup> day of the third month following ten (10) calendar days after the Initial  
10 Payment Date;

11 \$15,000 on the 1<sup>st</sup> day of the fourth month following ten (10) calendar days after the Initial  
12 Payment Date;

13 \$15,000 on the 1<sup>st</sup> day of the fifth month following the Initial Payment Date;

14 \$15,000 on the 1<sup>st</sup> day of the sixth month following Initial Payment Date; and

15 \$10,000 on the 1<sup>st</sup> day of the seventh month following the Initial Payment Date

16 Defendants may, at their discretion, deposit the Maximum Settlement Amount at dates that are  
17 earlier than those outlined above.

18 **VI. CLASS LIST, NOTICE TO CLASS MEMBERS, PARTICIPATION IN THE**  
19 **SETTLEMENT, AND SETTLEMENT SHARES.**

20 57. Provision of the Class List.

21 Within ten (10) calendar days of the Court’s entry of the Order of Preliminary Approval,  
22 Defendants shall provide the Settlement Administrator with the Class List containing the following for  
23 each of the Technician Class Members and the Wage Statement Class Members: (i) name, (ii) last known  
24 address and telephone number, (iii) social security number, (iv) dates of employment, (v) total number of  
25 workweeks worked between August 31, 2014 and May 8, 2020 for Technician Class Members, and/or  
26 (vi) total number of wage statements received between August 31, 2017 and May 8, 2020 for Wage  
27 Statement Class Members.

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1           58.    Notice to Class Members.

2           Promptly upon receipt of the Class List, the Settlement Administrator shall access the National  
3 Change of Address Database (“NCOA”) and update the addresses provided by Defendants. The Settlement  
4 Administrator shall also populate the Class Notice as appropriate. Within ten (10) calendar days after receipt  
5 of the Class List, the Settlement Administrator shall mail the Class Notice to each Class Member via first-  
6 class mail. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the  
7 Response Deadline will be sent promptly, within three calendar days, via regular First-Class U.S. Mail to the  
8 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing  
9 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly  
10 attempt to determine the correct address using a skip-trace, or other search using the name, address and/or  
11 Social Security number of the Class Member involved, and will then perform a single re-mailing within five  
12 calendar days of receipt of the returned Notice Packet. Those Class Members who receive a re-mailed Notice  
13 Packet, whether by skip-trace or by request, will have between the later of (i) an additional fifteen (15)  
14 calendar days or (ii) the Response Deadline to submit a Request for Exclusion or an objection to the  
15 Settlement. Any costs incurred by having the Settlement Administrator handle these administrative tasks  
16 shall be included in the Settlement Administrator costs approved by the Court. Any re-mailed Class Notice  
17 shall be identical to the original Class Notice except that it will identify a date certain for the response that is  
18 either forty-five (45) days after the original mailing or fifteen (15) days after the re-mailing, whichever is later.

19           Within ten (10) calendar days after receipt of the Class List, or as otherwise directed by the  
20 Court, the Settlement Administrator shall also launch its informational website. The URL for the  
21 informational website will be [www.socaljetclassaction.com](http://www.socaljetclassaction.com) or some other closely related iteration. In  
22 addition to the information contained in the Class Notice, the Settlement Administrator shall also post the  
23 Order of Preliminary Approval, the motion for final approval, the motion for attorneys’ fees, costs and  
24 Service Payment, and Order of Final Approval when each is filed with the Court. Any changes in the  
25 hearing date for final approval will also be promptly posted on the informational website. The  
26 informational website shall remain active until thirty (30) calendar days after the final distribution to the  
27 *cy pres* as outlined in Paragraph 53.

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1           59.    Proof of Mailing.

2           Within ten (10) calendar days after the Response Deadline, the Settlement Administrator shall  
3 provide a declaration of due diligence and proof of mailing with regard to mailing of the Class Notice to  
4 Class Counsel and Defendants' Counsel, which Class Counsel will provide to the Court.

5           60.    No Claim Form Required.

6           Each Participating Class Member shall be entitled to a share of the Net Settlement Amount.  
7 Participating Class Members shall not be required to complete a claim form. Class Members shall  
8 receive a Class Notice informing them of the terms of the Settlement Agreement, their right to opt-out  
9 and/or object, and an estimate of their share of the Net Settlement Amount. Unless a Class Member  
10 elects to opt-out, he or she will be a Participating Class Member. Settlement Shares will be mailed to all  
11 Participating Class Members.

12          61.    Calculation of Settlement Shares.

13          Settlement Shares for Technician Class Members shall generally be based upon the number of  
14 workweeks worked by Participating Technician Class Members during the Technician Class Period. The  
15 amount of each Participating Technician Class Member's Settlement Share shall be determined by the  
16 Settlement Administrator as follows:

17               Settlement Shares will be proportionally based upon the number of workweeks worked by  
18 Participating Technician Class Members during the relevant period (August 31, 2014 through  
19 May 8, 2020). The workweeks worked by each Participating Technician Class Member shall  
20 be divided by the total workweeks worked by all Participating Technician Class Members  
21 resulting in a payment ratio for each Participating Technician Class Member. Each  
22 Participating Technician Class Member's payment ratio is then multiplied by the Net  
23 Settlement Amount allocated to the Technician Class.

24          Settlement Shares for Wage Statement Class Members shall generally be based upon the number  
25 of wage statements issued to Participating Wage Statement Class Members during the Wage Statement  
26 Class Period. The amount of each Participating Wage Statement Class Member's Settlement Share shall  
27 be determined by the Settlement Administrator as follows:

28               Settlement Shares will be proportionally based upon the number of wage statements issued to  
29 Participating Wage Statement Class Members during the relevant period (August 31, 2017  
30 through May 8, 2020). The number of wage statements issued to each Participating Wage  
31 Statement Class Member shall be divided by the total wage statements issued to all  
32 Participating Wage Statement Class Members resulting in a payment ratio for each  
33 Participating Wage Statement Class Member. Each Participating Wage Statement Class

1 Member's payment ratio is then multiplied by the Net Settlement Amount allocated to the  
2 Wage Statement Class.

3 The Settlement Administrator shall mail the Settlement Shares to Participating Class Members in  
4 two separate installments. The first installment shall be mailed within ten (10) calendar days of the  
5 Effective Date or within ten (10) days of the funding of the QSF with the Initial Payment, whichever is  
6 later. The second installment shall be mailed to Participating Class Members within ten (10) calendar  
7 days of the Effective Date or within ten (10) calendar days of the funding of the QSF with all of the  
8 Monthly Installment Payments, whichever is later. The expiration date of each check shall be printed on  
9 the check.

10 62. Procedures for Challenges.

11 A Class Member may, before the Response Deadline, dispute the amount of his or her Settlement  
12 Share, and the data used to calculate it, by timely sending a written notice to the Settlement  
13 Administrator informing the Settlement Administrator of the nature of the dispute and providing any  
14 records or documentation supporting their position. In response to such a challenge, Defendants will  
15 first verify the accuracy of the information contained in its records. Next, Class Counsel and Defense  
16 Counsel will make a good faith effort to resolve the dispute informally. If Class Counsel and Defense  
17 Counsel are unable to agree, the dispute shall be resolved by the Settlement Administrator after  
18 examination of the records provided by the Class Member and Defendants. The Settlement  
19 Administrator's determination will be final and binding.

20 If, before the Response Deadline, an individual not previously identified in the Class List asserts  
21 his or her membership in the Class and seeks recovery under the Settlement, the Settlement  
22 Administrator shall provide Class Counsel and Defense Counsel with the evidence submitted by the  
23 individual. To be eligible for recovery under this Settlement, individuals must provide sufficient proof to  
24 the Settlement Administrator supporting his or her request for inclusion, including specific evidence  
25 establishing that he or she qualifies as a Class Member as defined herein. If Class Counsel and Defense  
26 Counsel agree an individual is not a Class Member, the Settlement Administrator will inform the  
27 individual that their request for inclusion has been rejected. If Class Counsel and Defense Counsel are  
28 unable to agree, the dispute shall be resolved by the Settlement Administrator after examination of the

1 records provided by the Class Member and Defendants. The Settlement Administrator's determination  
2 will be final and binding.

3 **VII. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.**

4 63. Right to Opt-Out of Settlement.

5 The Class Notice will advise each Class Member of his/her right to exclude themselves from or  
6 opt-out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to the  
7 Settlement Administrator, and transmitted on or before the Response Deadline (i.e., no later than 45  
8 calendar days from the date of mailing of the Class Notice or fifteen (15) days after re-mailing,  
9 whichever is later); (b) contain the individual's full name, current home (or mailing address), and the last  
10 four digits of his or her social security number; (c) be signed by the individual; and (d) include written  
11 affirmation of his or her desire to exclude themselves. Acceptable language to that effect includes, but is  
12 not limited to:

13 "I elect to opt-out of the *Mediodia v. SoCal Jet Services, Inc., et al* class action settlement. I  
14 understand that by doing so, I will not be able to participate in the settlement, and will not receive  
15 a share of the settlement."

16 The Settlement Administrator shall notify Class Counsel and Defense Counsel within 48 hours of  
17 its receipt of requests for exclusion. The Class Notice shall include the specific address to which  
18 requests for exclusion must be mailed, and any email address or facsimile number to which requests for  
19 exclusion may be transmitted, as well as a summary of this paragraph. Any Class Member who timely  
20 requests exclusion from this Settlement shall not have any rights under the Settlement, shall not be  
21 entitled to receive a Settlement Share, shall not be bound by the Settlement or the Order of Final  
22 Approval, and shall not have the right to file an objection to the Settlement. No Class Member responses  
23 of any kind that are sent after the Response Deadline shall be considered. Responses from Class  
24 Members may be postmarked for mail with the U.S. Postal Service or may be sent by facsimile, email, or  
25 other forms of electronic transmission to the Settlement Administrator.

26 64. Right of Class Members to Object to Settlement.

27 The Class Notice will advise each Class Member of their right object to the Settlement. To be  
28 effective, the Class Member lodging an objection cannot opt-out. Objections may, but are not required

1 to, be (a) be transmitted to the Administrator by mail, email, or facsimile, postmarked or otherwise  
2 transmitted on or before the Response Deadline (i.e., no later than 45 calendar days from the date of  
3 mailing of the Class Notice or fifteen (15) days after re-mailing, whichever is later); (b) clearly identify  
4 the case name and number; (c) contain the objector’s full name, current home (or mailing address), and  
5 the last four digits of his or her social security number; (d) clearly and concisely state all grounds for the  
6 objection; (e) indicate whether the objector is represented by counsel and, if so, identify such counsel; (f)  
7 indicate whether the objector or his or her counsel intend to appear at the Final Approval Hearing; and  
8 (g) be signed by the objector or his or her counsel. A Class Member may orally object at the final  
9 approval hearing regardless of whether he/she submitted a written objection as outlined above. No  
10 notice of intent to appear at the final approval hearing is required for a Class Member to appear and raise  
11 objection(s).

12 The Class Notice shall include the specific address to which objections may be mailed as well as  
13 a summary of this paragraph. The Parties will not be responsible for any fees, costs, or expenses  
14 incurred by any Class Member and/or his or her counsel related to any objections to the Settlement  
15 and/or appeals arising therefrom. Any Class Member whose objection is overruled will be deemed to be  
16 a Participating Class Member and subject to the terms of this Settlement and the Court’s Order of Final  
17 Approval.

18 65. Acknowledgment of Binding Terms of the Settlement.

19 Class Counsel, Plaintiff, and the Participating Class Members acknowledge that they may  
20 hereafter discover facts or law different from, or in addition to, the facts or law they know or believe to  
21 exist with respect to the Released Claims. Class Counsel, Plaintiff, and the Participating Class Members  
22 nonetheless agree that this Agreement and the Released Claims contained herein shall be and remain  
23 effective in all respects notwithstanding such different or additional facts or law regarding such Released  
24 Claims. Class Counsel, Plaintiff, and the Participating Class Members will bound by the terms and  
25 conditions of this Settlement, the Court’s Order of Final Approval, and the releases set forth herein.

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1 **VIII. RELEASES**

2 66. Released Claims.

3 As of the date that is fourteen (14) calendar days after Defendants fully fund the QSF, and in  
4 exchange for the consideration provided herein, the Participating Class Members, i.e., those that do not  
5 opt-out, and their respective heirs, beneficiaries, devisees, executors, administrators, trustees,  
6 conservators, guardians, personal representatives, successors-in-interest, and assigns, shall forever and  
7 completely release and discharge Defendants and Released Parties from the following claims,  
8 collectively the Released Claims:

- 9 (i) Participating Technician Class Members release Defendants and the Released Parties of  
10 any and all claims for failure to pay minimum, overtime and double-time wages, failure to  
11 pay all wages due to discharged or quitting employees upon separation or termination,  
12 failure to furnish accurate itemized wage statements, and violations of California Business  
13 and Professions Code section 17200 et. seq., as well as any and all claims under  
14 California law that were or could have been pled based upon the factual allegations  
15 contained in the Complaint filed in the Class Action and asserted on behalf of the  
16 Technician Class and that occurred between August 31, 2014 and May 8, 2020.
- 17 (ii) Participating Technician Class Members who are currently employed by Defendants  
18 and who participate in the Settlement and receive a payment thereunder shall, by  
19 virtue of the same, release any Labor Code section 203 claims for failure to pay  
20 wages due and owing at the end of employment based upon the claims set forth above  
21 in Paragraph 66(i).
- 22 (iii) Participating Wage Statement Class Members release Defendants and the Released Parties  
23 of any and all claims for failure to furnish accurate itemized wage statements in violation  
24 of Labor Code section 226 that were or could have been pled based upon the factual  
25 allegations contained in the Complaint filed in the Class Action and asserted on behalf of  
26 the Wage Statement Class and that occurred between August 31, 2017 and May 8, 2020.

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1           67.    Released PAGA Claims.

2           As of the date that is fourteen (14) calendar days after Defendants fully fund the QSF,  
3 Plaintiff, on behalf of himself the Labor and Workforce Development Agency, and the other  
4 aggrieved employees in the State of California, releases Defendants and Released Parties from any  
5 and all PAGA Claims based upon Defendants’ alleged violation of Labor Code sections arising out  
6 of or related to events alleged in the Complaint filed in the Class Action, including but not limited to,  
7 Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194,  
8 1194.2, and 1198, between August 31, 2017 and May 8, 2020. The claims described above are  
9 referred to herein as the “Released PAGA Claims.”

10          68.    Release by Plaintiff.

11          As of the Effective Date, in addition to the Released Claims, and in consideration for receipt of a  
12 Service Payment, Plaintiff expressly additionally releases all claims relating to his employment with  
13 Defendants, conditions of employment, or the termination of his employment, including but not limited  
14 to, claims for, breach of contract, breach of the covenant of good faith and fair dealing, negligent or  
15 intentional infliction of emotional distress; defamation; wrongful discharge; retaliation; harassment;  
16 violation of public policy; constructive discharge; whistleblowing; interference with prospective  
17 economic advantage or contractual relations; unfair business practices; unfair competition; or other tort  
18 or personal injury; violation of any federal, state, or other governmental statute, regulation, or ordinance,  
19 including, without limitation violation of Title VII of the Civil Rights Act of 1964, the Americans with  
20 Disabilities Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act,  
21 the California Family Rights Act, the California Labor Code or any Industrial Welfare Commission  
22 Wage Order, and vested benefits under the Employee Retirement Income Security Act. Plaintiffs  
23 expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the  
24 State of California and does so understanding and acknowledging the significance of the waiver of  
25 Section 1542. Section 1542 of the Civil Code of the State of California states:

26           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR**  
27 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
28 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM**

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**  
2 **THE DEBTOR OR RELEASED PARTY.**

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and  
4 complete release and discharge of Defendants and Released Parties, Plaintiff expressly acknowledges  
5 that this Settlement is intended to include in its effect all claims that Plaintiff knows of, as well as all  
6 claims that he does not know or suspect to exist in his favor against Defendants and Released Parties,  
7 and that this Settlement contemplates the extinguishment of any such claims.

8 **IX. FINAL SETTLEMENT APPROVAL.**

9 69. Final Approval Hearing.

10 Class Counsel will take all necessary steps to secure the Court's final approval of this Settlement.  
11 Defense Counsel agrees not to oppose Class Counsel's request for final approval of this Settlement as  
12 long as the Class Counsel's request for final approval is consistent with the terms of this Settlement. A  
13 Final Approval Hearing shall be held for the purpose of considering, *inter alia*, (a) the fairness,  
14 adequacy, and reasonableness of the Settlement, (b) the Service Payment to Plaintiff, (c) the fees and  
15 reasonable costs of Class Counsel, and (d) the propriety of any timely objections as well as Class  
16 Counsel's and Defense Counsel's response thereto. The date of the Final Approval Hearing shall be set  
17 by the Court, and notice of such shall be provided to Class Members in the Class Notice. Although the  
18 Court may continue the Final Approval Hearing without further notice to the Class Members, any  
19 changes in the hearing date will be posted on the Administrator's informational website for the reference  
20 of Class Members

21 Plaintiffs will respectfully request the Court enter an Order of Final Approval, and Defendants  
22 agree not to oppose as long as the Order of Final Approval remains consistent with the terms of this  
23 Settlement:

- 24 (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and  
25 adequate, and directing consummation of its terms and provisions;
- 26 (ii) Approving payment to the Settlement Administrator;
- 27 (iii) Approving the Service Payment to the Plaintiff for his service as Class Representative;
- 28 (iv) Approving Class Counsel's application for fees and reasonable costs;

- 1 (v) Permanently enjoining and restraining Participating Class Members from and against
- 2 initiating or pursuing against Defendants any individual, representative, or class claims
- 3 released by this Settlement;
- 4 (vi) Entering judgment in this Class Action consistent with the terms of this Settlement; and
- 5 (vii) Retaining jurisdiction to the extent necessary over the subject matter of the Class Action
- 6 and over the Parties and Class Members to enforce the terms of the Settlement.

7 The Court's Order on Final Approval and Final Judgment will be posted on the Administrator's  
8 informational website, which shall remain active until 30 days following distribution.

9 **X. TERMINATION OF THE SETTLEMENT.**

10 70. Nullification of Settlement Agreement.

11 In the event: (i) the Court does not grant preliminary approval of the Settlement as provided  
12 herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court  
13 does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any  
14 other reason, this Settlement Agreement shall be deemed null and void, including Defendants' obligation  
15 to fund the Maximum Settlement Amount; provided, however, that reduction by the Court of Class  
16 Counsel fees and costs or a reduction by the Court of Plaintiff's Service Payment shall not render this  
17 Settlement null and void. In the event this Settlement Agreement is rendered null and void as set forth  
18 herein, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as  
19 void from the beginning, and the stipulations and recitals contained herein shall be of no force or effect,  
20 and shall not be treated as an admission by the Parties or their Counsel. In such a case, the Parties and  
21 any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date  
22 and time immediately prior to the execution of this Settlement Agreement; the Parties shall stand in the  
23 same position, without prejudice, as if the Settlement had been neither entered into nor filed with the  
24 Court; and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed  
25 and no individual or entity shall be entitled to the payment amounts contemplated herein, except that any  
26 costs already incurred by the Settlement Administrator shall be paid in equal parts by Plaintiff and  
27 Defendants.

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1 **XI. MISCELLANEOUS TERMS.**

2 71. Mutual Cooperation.

3 The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement  
4 Agreement, including but not limited to, executing and amending such documents and taking such other  
5 actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The  
6 Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and  
7 any other efforts that may become necessary by order of the Court or otherwise, to effectuate this  
8 Settlement Agreement and the terms set forth herein. Neither party, nor their counsel, employees, or  
9 agents, shall solicit or encourage any Class Member to exclude themselves from the Settlement or object  
10 to the Settlement.

11 72. Non-Evidentiary Use.

12 Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in  
13 any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement;  
14 provided, however, that this Settlement Agreement may be used by Defendants and/or the Released  
15 Parties to prove or defend against any claim released herein by Plaintiff or any Participating Class  
16 Member in any claim or threatened claim, including but not limited to any judicial, quasi-judicial,  
17 administrative, or governmental proceeding. Neither this Settlement Agreement or its terms, nor any  
18 statements or conduct in the negotiation or drafting of it, shall be admissible, offered, or used as evidence  
19 by the Parties, any Settlement Class member, or their respective counsel in the Action or in any other  
20 proceeding as evidence of liability or wrongdoing by Defendants and/or the Released Parties, or for any  
21 purpose whatsoever. If Final Approval does not occur, the Parties agree that this Settlement Agreement  
22 is void, but remains protected by California Evidence Code Section 1152. In the event of non-approval  
23 by the Court, the Parties may not use the fact that the Parties agreed to settle the case (nor any  
24 communications regarding the Settlement or any confidential data provided for settlement purposes  
25 only), as evidence of Defendants' liability.

26 73. Modification.

27 This Settlement Agreement may not be changed, altered, or modified, except in writing and  
28 signed by counsel for the Parties, and approved by the Court. This Settlement Agreement may not be

1 discharged except by performance in accordance with its terms or by a writing signed by the Parties  
2 hereto and approved by the Court.

3 74. Integration Clause – Entire Agreement.

4 This Settlement Agreement and the attached exhibits contains the entire agreement between the  
5 Parties relating to the settlement of the Class Action and the transaction contemplated hereby, and all  
6 prior or contemporaneous agreements, understandings, representations, and statements, whether oral or  
7 written and whether by a party or such party’s legal counsel, are merged herein. In entering into this  
8 Settlement Agreement, none of the Parties has relied on any representation or promise not expressly set  
9 forth in this Settlement Agreement. No rights hereunder may be waived except in writing.

10 75. Class Counsel Signatories.

11 It is agreed that because of the anticipated large number of Participating Class Members, it will  
12 be impossible or impractical to have each Participating Class Member execute this Settlement  
13 Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In  
14 addition, the Notice will advise Class Members of the binding nature of the Settlement, and their right to  
15 Opt-Out and/or object, and shall have the same force and effect as if it were executed individually by  
16 each Participating Class Member.

17 76. Interim Stay of Proceedings.

18 Pending the completion of the approval process, the Parties agree to a stay of all proceedings in  
19 the Class Action except those necessary to implement the Settlement itself.

20 77. Notices.

21 Any notices, requests, requests, demands, or other communications required or necessitated by  
22 this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement  
23 Agreement, shall be delivered as follows:

24  
25 If to Plaintiff or Class Counsel, then to:

26 Jenny D. Baysinger, Esq.  
27 Robert J. Wasserman, Esq.  
28 Mayall Hurley P.C.  
2453 Grand Canal Blvd.  
Stockton, CA 95207  
Email: jbaysinger@mayallaw.com

If to Defendants or Defense Counsel, then to:

Julie M. Weber, Esq.  
Rosely George, Esq.  
Kaufman Dolowich Voluck, LLP  
11755 Wilshire Blvd., Suite 2400  
Los Angeles, CA 90025  
Email: jweber@kdvlaw.com

Email: [rwasserman@mayallaw.com](mailto:rwasserman@mayallaw.com)

Email: [rgeorge@kdvlaw.com](mailto:rgeorge@kdvlaw.com)

78. Resolution of Disputes Arising from Preparation of Settlement Agreement.

If the Parties have a dispute with regard to the preparation of this Settlement Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations, but if those efforts are unsuccessful, they agree to seek the guidance of their mediator, Steven A. Paul, Esq. The Parties will split the cost of the mediator, and all Parties will bear their own fees and costs.

79. Retention of Jurisdiction by the Court.

Following approval of the Settlement and the Court's entry of the Order of Final Approval, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to the administration of the Settlement or the enforcement of the Settlement's terms.

80. Choice of Law.

This Settlement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

81. Construction.

This Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

82. Execution in Counterparts.

This Agreement may be executed in counterparts, by facsimile and/or by electronic signature/PDF, each of which shall be deemed an original, and all of which together shall constitute one

1 and the same instrument. Any signature to this Agreement transmitted by facsimile or electronically and  
2 any copies of any signatures are valid and binding.

3 83. Authority.

4 The individuals signing this Agreement represent and warrant that they are authorized to do so.  
5 Those individuals likewise represent and warrant that they have the authority to execute this Agreement  
6 and to take all appropriate action required and permitted to be taken by this Agreement, except such  
7 action that is the prerogative of the Court.

8 **DATED:** February 2/18/2021, 2021

By  \_\_\_\_\_  
John Mediodia  
Plaintiff

11 **DATED:** February \_\_\_\_, 2021

By \_\_\_\_\_  
Andy Fuentes  
Defendant

15 **DATED:** February \_\_\_\_, 2021

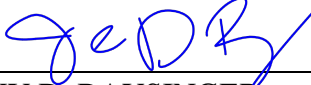
By \_\_\_\_\_  
Authorized Representative for Defendant SoCal Jet  
Services, Inc.

18 **APPROVED AS TO FORM AND CONTENT:**

19 **DATED:** February \_\_\_\_, 2021

**KAUFMAN DOLOWICH VOLUCK, LLP**  
By \_\_\_\_\_  
JULIE M. WEBER  
ROSELY GEORGE  
Attorneys for Defendants

23 **DATED:** February 18, 2021

**MAYALL HURLEY P.C.**  
By  \_\_\_\_\_  
JENNY D. BAYSINGER  
ROBERT J. WASSERMAN  
Attorneys for Plaintiff and the Putative Class

1 and the same instrument. Any signature to this Agreement transmitted by facsimile or electronically and  
2 any copies of any signatures are valid and binding.

3 83. Authority.

4 The individuals signing this Agreement represent and warrant that they are authorized to do so.  
5 Those individuals likewise represent and warrant that they have the authority to execute this Agreement  
6 and to take all appropriate action required and permitted to be taken by this Agreement, except such  
7 action that is the prerogative of the Court.

8  
9 **DATED:** February \_\_, 2021 By \_\_\_\_\_  
10 John Mediodia  
11 Plaintiff

12 **DATED:** February 26, 2021 By \_\_\_\_\_  
13 Andy Fuentes  
14 Defendant

15 **DATED:** February 26, 2021 By \_\_\_\_\_  
16 Authorized Representative for Defendant SoCal Jet  
17 Services, Inc.

18 **APPROVED AS TO FORM AND CONTENT:**

19 **DATED:** February 26, 2021 **KAUFMAN DOLOWICH VOLUCK, LLP**  
20 By \_\_\_\_\_  
21 JULIE M. WEBER  
22 ROSELY GEORGE  
23 Attorneys for Defendants

24 **DATED:** February \_\_, 2021 **MAYALL HURLEY P.C.**  
25 By \_\_\_\_\_  
26 JENNY D. BAYSINGER  
27 ROBERT J. WASSERMAN  
28 Attorneys for Plaintiff and the Putative Class



# EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JOHN MEDIODIA, individually and on behalf of all others similarly situated and as proxy for the LWDA,

Plaintiff,

v.

SOCAL JET SERVICES, INC. a California corporation; ANDY FUENTES, an individual; and DOES 1-100, inclusive,

Defendant.

Case No.: 18STCV05751

NOTICE OF PENDENCY OF CLASS ACTION,  
PRELIMINARY APPROVAL OF SETTLEMENT  
AND HEARING FOR FINAL APPROVAL

**IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. YOU ARE NOT BEING SUED. THE COURT IN CHARGE OF THIS CASE STILL HAS TO DECIDE WHETHER TO APPROVE THE SETTLEMENT.**

**TO:** All current and former employees of SoCal Jet Services, Inc. who either (i) was non-exempt, performed mechanic services, and was paid a 160-hour minimum monthly compensation at any time between August 31, 2014 and May 8, 2020 (the “Technician Class”), and/or (ii) received a wage statement at any time between August 31, 2017 and May 8, 2020 (the “Wage Statement Class”).

**RE:** Notice of settlement of a class action lawsuit for alleged wage and hour violations and announcement of a Court hearing that you may choose to attend. You may be entitled to receive a payment under the terms of this class action settlement. Payments will be made only if the Court approves the settlement and after appeals, if any, are resolved. See Section 4.B for an estimate of the amounts that you may be entitled to receive.

YOUR OPTIONS UNDER THIS SETTLEMENT:	
<b>DO NOTHING</b>	You are automatically entitled to participate in the Settlement. You will be paid as described in this Notice. You will also be releasing Defendant from further liability under the settlement.
<b>OBJECT</b>	You may submit a written objection about why you believe that the Settlement is unfair or unreasonable. Any objection must be received by _____, 2021. You may also speak to the Court about why you believe the Settlement is unfair. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement and entitled to receive a payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you wish to be excluded from the Settlement, you must mail a written election not to participate known as an “opt-out” by no later than _____, 2021. If you submit a timely and valid request for opt-out, you will not be bound by the Settlement and will not receive a payment.

1 **1. WHAT IS THIS LAWSUIT ABOUT?**

2 Plaintiff John Mediodia (“Plaintiff”) filed this lawsuit (“Lawsuit”) on November 20, 2018, in the Los  
3 Angeles County Superior Court. Plaintiff is represented by Mayall Hurley P.C. The Court has appointed  
4 Mayall Hurley, P.C. to act as attorneys for the Class (referred to as “Class Counsel”) and has approved this  
5 Notice.

6 Plaintiff alleges that he was employed by Defendants to perform mechanic services within California  
7 and that, during his employment, Defendants 1) failed to furnish accurate, itemized wage statements  
8 containing all of the information required by California Labor Code section 226(a) to him and other  
9 members of the Wage Statement Class and also 2) failed to properly compensate him and other members of  
10 the Technician Class; specifically, that Defendants a) failed to properly pay minimum wage, b) failed to  
11 properly calculate and pay overtime and doubletime; c) failed to pay all wages due on separation; and d)  
12 failed to furnish accurate itemized wage statements to him and other members of the Technician Class.  
13 Plaintiff also alleges that the foregoing constitutes unfair business practices and violates the California  
14 Private Attorneys General Act (“PAGA”).

15 Defendants strongly deny liability for all of Plaintiff’s claims and assert that they have no liability for  
16 any of Plaintiff’s or the Class Members’ claims under any statute, wage order, common law, or equitable  
17 theory. Defendants contend they properly compensated the Technician Class and that the wage statements  
18 issued to the Wage Statement Class were accurate at all times. Defendants have agreed to the proposed  
19 Settlement without any admission of wrongdoing.

20 The Court has made no determination about the strengths and weaknesses of the claims or  
21 contentions of either Plaintiff or Defendants. However, in order to avoid the time, risks and expense of  
22 continued litigation, Plaintiff and Defendants (the “Parties”) agreed to enter into a settlement of this case  
23 (“Settlement”). This Notice is not to be understood as an expression of any opinion by the Court as to the  
24 merits of the claims or defenses asserted by either side. There have been ongoing investigations and  
25 substantial exchanges of information.

26 **2. WHY DID I RECEIVE THIS NOTICE?**

27 The Parties have settled this class action lawsuit. Your employment records indicate that you are a  
28 member of the **Wage Statement Class and/or the Technician Class**. If the Court approves the proposed  
Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a  
summary. A more detailed document, called the “Class Action Settlement and Release of Claims”,  
containing the complete terms of the Settlement, is on file with the Court and on the Settlement  
Administrator’s website at [www.socaljetclassaction.com](http://www.socaljetclassaction.com).

29 **3. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?**

30 **A. Who are the Class Members?**

31 The proposed Settlement covers the claims of certain current and former employees of Defendants  
32 (referred to as the “Class Members” and collectively as the “Class”). The Class is made up of two specific  
33 classes defined as follows:

- 34 i. All current and former non-exempt employees of Defendants who performed mechanic  
35 services and were paid a 160-hour minimum monthly compensation at any time between  
36 August 31, 2014 and May 8, 2020 (the “**Technician Class**”)

- 1           ii. All current and former employees of Defendants who were issued at least one wage  
2           statement between August 31, 2017 and May 8, 2020 (the “**Wage Statement Class**”)

3 There are approximately 43 individuals in the Technician Class and approximately 61 individuals in the  
4 Wage Statement Class.

5           **B. What is the Effect of Membership in the Class?**

6 If you are a member of one or more of the classes defined above, you are automatically a  
7 Participating Class Member unless you opt-out (i.e., exclude yourself from the Settlement by following the  
8 procedures set forth in this Notice). If the Settlement is approved by the Court, you are entitled to payment  
under the Settlement and will be bound by its terms. Individuals who opt-out will not be bound by the  
Settlement and will not be eligible to receive a payment.

9 **4. WHAT ARE THE TERMS OF THE SETTLEMENT?**

10 The proposed Settlement was agreed upon between Defendants and Class Counsel after two years of  
11 litigation, exchange of substantial information through formal and informal discovery, and a mediation with  
12 experienced employment class action mediator Steven Paul, Esq. Class Counsel believes that this  
Settlement, the terms of which are summarized below, is fair, reasonable, adequate, and in the best interests  
of the Class.

13           **A. Overall Summary of the Settlement Terms.**

14 Defendant will pay \$200,000.00 to settle the claims of the Class (referred to as the “Maximum  
15 Settlement Amount”). The Maximum Settlement Amount includes (1) payments to Participating Class  
16 Members, (2) employee-side taxes and withholdings, (3) the fees and costs of the Settlement Administrator,  
17 (4) a required payment to the State of California's Labor and Workforce Development Agency, (5) the  
Service Payment to Plaintiff for his service to the Class, (6) and Class Counsel's attorneys' fees and  
18 reasonable costs. The remainder, after deduction of these payments is known as the "Net Settlement  
19 Amount." No money from the Maximum Settlement Amount reverts back to Defendants. The Net  
Settlement Amount is allocated 60% to the Technician Class and 40% to the Wage Statement Class.

20           **B. What Can I Expect to Receive?**

21 Settlement shares shall generally be based upon the number of workweeks worked by Participating  
22 Class Members during the Class Period.

23 The amount of each Participating Technician Class Member's Settlement Share shall be determined by  
24 the Settlement Administrator as follows:

25 Settlement Shares will be proportionally based upon the number of workweeks worked by  
26 Participating Technician Class Members during the relevant period (August 31, 2014 through May  
27 8, 2020). The workweeks worked by each Participating Technician Class Member shall be divided  
28 by the total workweeks worked by all Participating Technician Class Members resulting in a  
payment ratio for each Participating Technician Class Member. Each Participating Technician Class  
Member's payment ratio is then multiplied by the Net Settlement Amount allocated to the  
Technician Class.

1 The amount of each Participating Wage Statement Class Member's Settlement Share shall be  
2 determined by the Settlement Administrator as follows:

3 Settlement Shares will be proportionally based upon the number of wage statements issued to  
4 Participating Wage Statement Class Members during the relevant period (August 31, 2017 through  
5 May 8, 2020). The number of wage statements issued to each Participating Wage Statement Class  
6 Member shall be divided by the total wage statements issued to all Participating Wage Statement  
7 Class Members resulting in a payment ratio for each Participating Wage Statement Class Member.  
8 Each Participating Wage Statement Class Member's payment ratio is then multiplied by the Net  
9 Settlement Amount allocated to the Wage Statement Class.

10 Defendants' records indicate that you are a member of the Technician Class/Wage Statement Class.  
11 Their records also indicate that you [worked \_\_\_ workweeks between [August 31, 2014 and May 8, 2020  
12 and/or were issued \_\_\_ wage statements between August 31, 2017 and May 8, 2020]. It is estimated that  
13 your total payment will be \$ \_\_\_\_\_. It will not be possible to know the exact amount of your payment until the  
14 Response Deadline has passed and the Settlement Administrator knows the number of Participating Class  
15 Members.

16 Defendants will pay the Maximum Settlement Amount in installments and thus you will receive the  
17 total amount identified above in two (2) separate checks. The first check you will receive is estimated to be  
18 in the amount of \$ \_\_\_\_\_. The second check you will receive is estimated to be in the amount of \_\_\_\_\_ and to  
19 be provided approximately eight (8) months after the first check.

20 For the purpose of taxes and required withholdings: (1) 100% of the amount distributed to each  
21 Participating Wage Statement Class Member shall constitute penalties (for which an IRS Form 1099 shall be  
22 issued); (2) 20% of each Technician Class Member's Settlement Share shall constitute wages (for which an  
23 IRS Form W-2 shall be issued), 40% shall constitute interest and 40% shall constitute penalties (for which an  
24 IRS Form 1099 shall be issued). You will be issued appropriate tax forms for any amounts you receive  
25 under the Settlement. Any and all employer taxes that Defendants would normally be responsible for paying  
26 will be paid by Defendants in addition to the Maximum Settlement Amount. You are responsible for any  
27 taxes owing on the non-wage portion of your payment. Nothing in this Notice, or in any of the settlement  
28 documents is intended to provide any tax advice and you understand that Defendants, Defendants' counsel,  
Plaintiff, and Class Counsel are not giving any tax advice.

#### 29 **C. Costs of Claims Administrator.**

30 The Parties have agreed to employ Phoenix Class Action Administration Solutions to serve as  
31 Settlement Administrator. The Settlement Administrator sends out this Notice, calculates the amount of  
32 each Settlement Share and taxes and sends out the checks to Participating Class Members. The Settlement  
33 Administrator's fees and costs for administering the Settlement, estimated to be no more than \$7,500, if  
34 approved by the Court, will be paid out of the Maximum Settlement Amount.

#### 35 **D. Payment to the State of California.**

36 The Settlement allocates \$10,000 of the Maximum Settlement Amount to any civil penalties under  
37 the Private Attorneys General Act ("PAGA") that could be awarded as a result of the violations alleged. Of  
38 that amount, \$7,500 (75% of \$10,000) will be paid to the State of California's Labor and Workforce  
Development Agency, and the remaining \$2,500 (25% of \$10,000) will be included in the Net Settlement  
Amount and distributed to Participating Class Members.

1           **E.       Service Payment to Class Representative.**

2           Plaintiff has been approved by the Court to serve as Class Representative. As Class Representative,  
3 Plaintiff is entitled to payment for his services to the Class. The actual amount awarded will be determined  
4 by the Court upon final approval of the Settlement.

5           **F.       Class Counsel’s Fees and Costs.**

6           Class Counsel are entitled to attorney’s fees and costs for representing the Class. Class Counsel will  
7 request for attorneys’ fees of one-third of the Maximum Settlement Amount, or \$66,666.67, and  
8 reimbursement of declared litigation costs of up to \$12,500.00. The actual amount awarded will be  
9 determined by the Court upon final approval of the Settlement.

10          **5.       WHAT AM I GIVING UP IF I DO NOT OPT-OUT OF THE SETTLEMENT?**

11           If the Settlement is approved by the Court, as of the date that is fourteen (14) calendar days from the  
12 date Defendants fully fund the Maximum Settlement Amount, and in exchange for the consideration provided  
13 herein, the Participating Class Members, i.e., those that do not opt-out, and their respective heirs,  
14 beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives,  
15 successors-in-interest, and assigns, shall forever and completely release and discharge the “Released Parties”,  
16 which include (i) Defendants SoCal Jet Services, Inc. and Andy Fuentes; (ii) each of Defendants’ respective  
17 past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation,  
18 limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by,  
19 or is under common control with Defendants; (iii) the past, present and future shareholders, directors, officers,  
20 agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants,  
21 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of  
22 any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing,  
23 from the following “Released Claims”:

- 24           (i)       Participating Technician Class Members release Defendants and the Released Parties of any  
25 and all claims for failure to pay minimum, overtime and double-time wages, failure to pay all  
26 wages due to discharged or quitting employees upon separation or termination, failure to  
27 furnish accurate itemized wage statements, and violations of California Business and  
28 Professions Code section 17200 et. seq., as well as any and all claims under California law that  
were or could have been pled based upon the factual allegations contained in the Complaint  
filed in the Class Action and asserted on behalf of the Technician Class and that occurred  
between August 31, 2014 and May 8, 2020.
- (ii)       Participating Technician Class Members who are currently employed by Defendants and  
who participate in the Settlement and receive a payment thereunder shall, by virtue of the  
same, release any Labor Code section 203 claims for failure to pay wages due and owing at  
the end of employment based upon the claims set forth above.
- (iii)       Participating Wage Statement Class Members release Defendants and the Released Parties of  
any and all claims for failure to furnish accurate itemized wage statements in violation of Labor  
Code section 226 that were or could have been pled based upon the factual allegations  
contained in the Complaint filed in the Class Action and asserted on behalf of the Wage  
Statement Class and that occurred between August 31, 2017 and May 8, 2020.

1 If the Settlement is approved by the Court, Plaintiff, on behalf of himself the Labor and Workforce  
2 Development Agency, and the other aggrieved employees in the State of California, releases Defendants and  
3 Released Parties from any and all PAGA Claims arising out of or related to events alleged in the Lawsuit  
4 including, but not limited to, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558,  
5 1174, 1174.5, 1194, 1194.2, and 1198 between August 31, 2017 and May 8, 2020.

6 **If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court  
7 approves the proposed Settlement, you will be deemed to have released the aforementioned claims, as  
8 appropriate, and will receive a payment.**

9 **6. HOW DO I RECEIVE A PAYMENT?**

10 You do not need to submit a claim form. All Class Members will receive a payment under this  
11 Settlement unless they submit a timely and valid request for opt-out. If you are a Class Member and you  
12 move or change your address, and you want to receive your payment at your new address, you must send a  
13 notice of your change of address to the Settlement Administrator,

14 \_\_\_\_\_, [www.administrator@\\_\\_\\_\\_\\_.com](mailto:www.administrator@_____.com);  
15 [www.socaljetclassaction.com](http://www.socaljetclassaction.com).

16 **7. WHAT ARE MY RIGHTS AND OPTIONS?**

17 If you are a Class Member as defined above, you have the following rights and options under the  
18 proposed Settlement:

19 **a. Participate in the Settlement, be represented by Class Counsel, and take no action.**

20 If you take no further action, you will be a Participating Class Member, will be represented by Class  
21 Counsel, and will have the right to a share of the Net Settlement Amount. If the Settlement is approved by  
22 the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have  
23 released your claims against Defendant. As a Participating Class Member, you will not be charged for the  
24 services of Class Counsel.

25 **b. Participate in the Settlement, but elect to hire your own attorney.**

26 If you do not wish to be represented by Class Counsel, you may hire your own attorney. You will be  
27 responsible for any attorneys' fees and costs charged by your attorney.

28 **c. Exclude yourself from the Settlement by opting out.**

If you are a Class Member but do not want to participate in the settlement, you may exclude yourself  
by opting out. If you choose to opt-out, you will lose any right to participate in the settlement and you will  
not be eligible to receive a share of the Net Settlement Amount. You will be free to pursue any claims you  
may have against Defendant on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Settlement Administrator, in writing, either by mail at the  
address listed below, by email at \_\_\_\_\_, or by facsimile at \_\_\_\_\_. In order to be effective, your opt-out  
must be postmarked or delivered to the Settlement Administrator no later than [45 days from the mailing of  
the Class Notice or 15 days after re-mailing, whichever is later], and must be signed, contain your full name,

1 current home (or mailing address), the last four digits of your Social Security number, and written  
2 affirmation of your desire to opt out. Acceptable language to that effect includes, but is not limited to:

3 “I elect to opt out of the *Mediodia v. SoCal Jet Services, Inc., et al.* class action settlement. I  
4 understand that by doing so, I will not be able to participate in the settlement, and will not receive a  
share of the settlement.”

5 If you do not elect to opt out and the Settlement is approved by the Court, you will be bound by the  
6 terms of the Settlement and, as set forth above, will be deemed to have released your claims against  
Defendant.

7 **d. Object to the terms of the Settlement.**

8 If you are dissatisfied with the terms of the Settlement, you may, object to the Settlement. Objections  
9 may, but are not required to, be made in writing. **Any Class Member may appear at the final approval  
10 hearing and be heard, regardless of whether he/she submits a written objection.** All written objections  
11 and supporting papers should be submitted to the Settlement Administrator and (a) clearly identify the case  
12 name and number (i.e., *Mediodia v. SoCal Jet Services, Inc., et al.*, Superior Court of California, County of  
13 Los Angeles, Case No. 18STCV05751), (b) include your full name, address, telephone number, and the last  
four digits of your Social Security Number, (c) concisely state the grounds for your objection, (d) indicate  
whether you are represented by counsel and, if so, identify such counsel, (e) indicate whether you would like  
to appear at the Final Approval Hearing, and (e) be signed by you.

14 **Any Class Member may appear at the final approval hearing and be heard, regardless of  
15 whether he/she submits a written objection.**

16 You may be represented by an attorney at the Final Approval Hearing. Any attorney who will  
17 represent an individual objecting to the settlement should file a notice of appearance with the Court and  
18 serve counsel for all parties prior to the Final Approval Hearing. All objections or other correspondence  
must state the name and number of the case – *Mediodia v. SoCal Jet Services, Inc., et al.*, Superior Court of  
California, County of Los Angeles, Case No. 18STCV05751.

19 **8. WHEN IS THE COURT HEARING AND WHAT IS IT FOR?**

20 The Court will hold the Final Approval Hearing in the Spring Street Courthouse, 312 N. Spring  
21 Street, Los Angeles, CA 90012, on \_\_\_\_\_, \_\_\_\_\_ 2021, at \_\_\_\_\_ in Department 7, Second  
22 Floor, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The  
23 date, time, or location of the Final Approval Hearing may be changed. Consult the settlement website at  
[www.socaljetclassaction.com](http://www.socaljetclassaction.com) for any updated information regarding the date, time, and location of the Final  
24 Approval Hearing. The Court will also be asked to approve the fees and costs of the Settlement  
Administrator, the payment to the State of California, the Service Payment to the Class Representative, and  
25 the fees and costs of Class Counsel. As of the time of this Notice, the Court is implementing its *Here for  
You/Safe for You* program in response to COVID-19. Under that program, in-person appearances in civil  
26 departments may be restricted by the Court. Any in-person appearances that are allowed will be subject to  
all social distancing requirements in place at the time of the hearing. Up to date information on the Court’s  
27 COVID-19 and social distancing protocols can be found on the Court’s website <https://www.lacourt.org>.  
Remote appearances may also be scheduled through the LACourtConnect program that may be accessed at  
28 <https://www.lacourt.org/lacc/>. **It is not necessary for you to appear at this hearing to participate in the  
Settlement.**



1 **9. HOW CAN I GET MORE INFORMATION?**

2 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions  
3 of the Settlement, you are referred to the Class Action Settlement and Release of Claims. The Class Action  
4 Settlement and Release, as well as the pleadings and other records in this litigation, including Motion for  
5 Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Service  
6 Payment, are available by accessing the Court docket in this case through the Court's online Case Access  
7 system at <https://lacourt.org>. Court records may also be accessed in person by visiting the Court Clerk's  
8 Office located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012. Due to  
9 current COVID-19 protocols and social distancing requirements, physical access to court records may only  
10 be made by appointment; appointments can be made by calling (213) 310-7000. You may also view the  
11 Court's Order of Preliminary Approval and, once they are filed, the Motion for Attorneys' Fees, Costs and  
12 Service Payment, Motion for Final Approval, and Order Granting Final Approval, online at  
13 [www.socaljetclassaction.com](http://www.socaljetclassaction.com). The Motion for Attorneys' Fees, Costs and Service Payment will appear  
14 online on or before [35 days after the mailing of the Class Notice]. The Motion for Final approval will  
15 appear online on or before [\_\_\_\_\_, \_\_\_\_ 2021].

16 If you have questions about the Settlement, you may contact Class Counsel or the Claims  
17 Administrator as follows:

<b><u>Class Counsel</u></b>	<b><u>Claims Administrator</u></b>
Robert J. Wasserman, Esq. Jenny D. Baysinger, Esq. Mayall Hurley P.C. 2453 Grand Canal Blvd. Stockton, CA 95207 Telephone: (209) 477-3833 <a href="mailto:rwasserman@mayallaw.com">rwasserman@mayallaw.com</a> <a href="mailto:jbaysinger@mayallaw.com">jbaysinger@mayallaw.com</a>	Mediodia v. SoCal Jet Services, Inc., et al/ c/o _____. ADDRESS CITY, STATE ZIP Telephone: (209) 867-5309 <a href="http://www.administrator@_____.com">www.administrator@_____.com</a>

18 **PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE**  
19 **PROPOSED SETTLEMENT OR THIS LAWSUIT.**

20 **THE COURT HAS APPROVED THIS NOTICE.**