

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:	
DO NOTHING	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.
OBJECT	You may submit a written objection about why you believe that the Settlement is unfair or unreasonable. Any objection must be received by June 25, 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.
EXCLUDE YOURSELF FROM THE SETTLEEMNT	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 June 25, 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. WHAT IS THIS LAWSUIT ABOUT?

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

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

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

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

2. WHY DID I RECEIVE THIS NOTICE?

The Parties have settled this class action lawsuit. Your employment records indicate that you are a member of the «Subclass». 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.phoenixclassaction.com/socaljetclassaction.

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

A. Who are the Class Members?

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

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

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

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

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

If you are a member of one or more of the classes defined above, you are automatically a Participating Class Member unless you opt-out (i.e., exclude yourself from the Settlement by following the 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.

4. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement was agreed upon between Defendants and Class Counsel after two years of litigation, exchange of substantial information through formal and informal discovery, and a mediation with 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.

A. Overall Summary of the Settlement Terms.

Defendant will pay \$200,000.00 to settle the claims of the Class (referred to as the “Maximum Settlement Amount”). The Maximum Settlement Amount includes (1) payments to Participating Class Members, (2) employee-side taxes and withholdings, (3) the fees and costs of the Settlement Administrator, (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 reasonable costs. The remainder, after deduction of these payments is known as the "Net Settlement 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.

B. What Can I Expect to Receive?

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

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

Settlement Shares will be proportionally based upon the number of workweeks worked by Participating Technician Class Members during the relevant period (August 31, 2014 through May 8, 2020). The workweeks worked by each Participating Technician Class Member shall be divided 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.

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

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

Defendants' records indicate that you are a member of the «Subclass». Their records also indicate that you worked «Tech_Class_Weeks» workweeks between August 31, 2014 and May 8, 2020 and/or were issued «Wage_Weeks» wage statements between August 31, 2017 and May 8, 2020. It is estimated that your total payment will be «Est_Set_Amt». It will not be possible to know the exact amount of your payment until the Response Deadline has passed and the Settlement Administrator knows the number of Participating Class Members.

Defendants will pay the Maximum Settlement Amount in installments and thus you will receive the total amount identified above in two (2) separate checks. The first check you will receive is estimated to be in the amount of «M_12_Est_Amt». The second check you will receive is estimated to be in the amount of «M_12_Est_Amt» and to be provided approximately eight (8) months after the first check.

For the purpose of taxes and required withholdings: (1) 100% of the amount distributed to each Participating Wage Statement Class Member shall constitute penalties (for which an IRS Form 1099 shall be issued); (2) 20% of each Technician Class Member's Settlement Share shall constitute wages (for which an IRS Form W-2 shall be issued), 40% shall constitute interest and 40% shall constitute penalties (for which an IRS Form 1099 shall be issued). You will be issued appropriate tax forms for any amounts you receive under the Settlement. Any and all employer taxes that Defendants would normally be responsible for paying will be paid by Defendants in addition to the Maximum Settlement Amount. You are responsible for any taxes owing on the non-wage portion of your payment. Nothing in this Notice, or in any of the settlement 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.

C. Costs of Claims Administrator.

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

D. Payment to the State of California.

The Settlement allocates \$10,000 of the Maximum Settlement Amount to any civil penalties under the Private Attorneys General Act ("PAGA") that could be awarded as a result of the violations alleged. Of 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.

E. Service Payment to Class Representative.

Plaintiff has been approved by the Court to serve as Class Representative. As Class Representative, Plaintiff is entitled to payment for his services to the Class and will seek an Enhancement Award not to

exceed \$10,000. The actual amount awarded will be determined by the Court upon final approval of the Settlement.

F. Class Counsel's Fees and Costs.

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

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

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

- (i) Participating Technician Class Members release Defendants and the Released Parties of any and all claims for failure to pay minimum, overtime and double-time wages, failure to pay all wages due to discharged or quitting employees upon separation or termination, failure to furnish accurate itemized wage statements, and violations of California Business and 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.

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

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

6. HOW DO I RECEIVE A PAYMENT?

You do not need to submit a claim form. All Class Members will receive a payment under this Settlement unless they submit a timely and valid request for opt-out. If you are a Class Member and you move or change your address, and you want to receive your payment at your new address, you must send a notice of your change of address to the Settlement Administrator, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; www.phoenixclassaction.com/socaljetclassaction.

7. WHAT ARE MY RIGHTS AND OPTIONS?

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

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

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

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

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

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 notice@phoenixclassaction.com, or by facsimile at (949) 209-2503. In order to be effective, your opt-out must be postmarked or delivered to the Settlement Administrator no later than June 25, 2021, and must be signed, contain your full name, current home (or mailing address), the last four digits of your Social Security number, and written affirmation of your desire to opt out. Acceptable language to that effect includes, but is not limited to:

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

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

d. Object to the terms of the Settlement.

If you are dissatisfied with the terms of the Settlement, you may, object to the Settlement. Objections may, but are not required to, be made in writing. **Any Class Member may appear at the final approval hearing and be heard, regardless of whether he/she submits a written objection.** All written objections and supporting papers should be submitted to the Settlement Administrator and (a) clearly identify the case name and number (i.e., *Mediodia v. SoCal Jet Services, Inc., et al*, Superior Court of California, County of 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.

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

You may be represented by an attorney at the Final Approval Hearing. Any attorney who will represent an individual objecting to the settlement should file a notice of appearance with the Court and 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.

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

The Court will hold the Final Approval Hearing in the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, on August 17, 2021, at 11:00 a.m. in Department 7, Second Floor, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The date, time, or location of the Final Approval Hearing may be changed. Consult the settlement website at www.phoenixclassaction.com/socaljetclassaction for any updated information regarding the date, time, and location of the Final 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 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 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 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 <https://www.lacourt.org/lacc/>. **It is not necessary for you to appear at this hearing to participate in the Settlement.**

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action Settlement and Release of Claims. The Class Action Settlement and Release, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Service Payment, are available by accessing the Court docket in this case through the Court's online Case Access system at <https://lacourt.org>. Court records may also be accessed in person by visiting the Court Clerk's Office located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012. Due to current COVID-19 protocols and social distancing requirements, physical access to court records may only be made by appointment; appointments can be made by calling (213) 310-7000. You may also view the Court's Order of Preliminary Approval and, once they are filed, the Motion for Attorneys' Fees, Costs and Service Payment, Motion for Final Approval, and Order Granting Final Approval, online at

www.phoenixclassaction.com/socaljetclassaction. The Motion for Attorneys' Fees, Costs and Service Payment will appear online on or before July 26, 2021. The Motion for Final approval will appear online on or before July 26, 2021.

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

<u>Class Counsel</u>	<u>Claims Administrator</u>
Robert J. Wasserman, Esq. Jenny D. Baysinger, Esq. Mayall Hurley P.C. 2453 Grand Canal Blvd. Stockton, CA 95207 Telephone: (209) 477-3833 rwasserman@mayallaw.com jbaysinger@mayallaw.com	Mediodia v. SoCal Jet Services, Inc., et al/ c/o Phoenix Settlement Administrators PO Box 7208 Orange, CA 92863 Telephone: (800) 523-5773 Facsimile: (949) 206-2503 notice@phoenixclassaction.com www.phoenixclassaction.com/socaljetclassaction

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

THE COURT HAS APPROVED THIS NOTICE.