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SWISSPORT SA, LLC

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES**

18 JOSE ALVARADO GARCIA and CARLOS  
19 MIRANDA, on behalf of themselves and all  
others similarly situated,  
20 Plaintiffs,

21 SWISSPORT SA, LLC, a Delaware Limited  
Liability Corporation; and DOES 1 through  
22 100, inclusive,  
Defendants.

Case No. BC716020

[Assigned for All Purposes to Judge Daniel J.  
Buckley, Dept. 1]

**JOINT STIPULATION OF CLASS  
SETTLEMENT AND RELEASE BETWEEN  
PLAINTIFFS JOSE ALVARADO GARCIA  
AND CARLOS MIRANDA AND  
DEFENDANT SWISSPORT SA, LLC**

24 Complaint Filed: August 3, 2018

1 This Joint Stipulation and Settlement Agreement (herein after “Stipulation,” “Settlement,”  
2 or “Settlement Agreement”) is entered into by and between Plaintiffs Jose Alvarado Garcia  
3 (“Garcia”) and Carlos Miranda (“Miranda”) (collectively “Plaintiffs”) on the one hand, and  
4 Defendant Swissport SA, LLC (“Defendant”), a Delaware Limited Liability Corporation, on the  
5 other hand, subject to the terms and conditions hereof and the approval of the Court. Plaintiffs and  
6 Defendant together are referenced herein as “the Parties.”

7 **I. SETTLEMENT BACKGROUND AND RECITALS**

8 On August 3, 2018, Plaintiffs filed a class action lawsuit in the Superior Court of  
9 California, County of Los Angeles, Case No. BC716020 (the “Action”). Plaintiffs operative  
10 pleading, the First Amended Complaint, was filed on October 9, 2018 (the “FAC”), and alleges  
11 nine (9) causes of action, which are: (1) Failure to Provide Meal Periods (Lab. Code §226.7, 510,  
12 512, 1194, 1197; (2) Failure to Provide Rest Periods (Lab. Code §§226.7, 512, 1198; (3) Failure  
13 to Provide Overtime Wages (Lab. Code §§200, 203, 226, 510, 558 1194, 1197.1, 1198); (4) Failure  
14 to Pay Minimum Wages (Lab. Code §§ 200, 203, 226, 558, 1194, 1197); (5) Failure to Maintain  
15 Required Records (Lab. Code §§ 226, 1174; Failure to Provide Accurate Wage Statements (Lab.  
16 Code §§ 226, 1174); (7) Failure to Indemnify Employees (Lab. Code. § 2802; (8) Unfair  
17 Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Civil Penalties under the Private  
18 Attorneys General Act (“PAGA”) (Lab. Code. §2698 *et. seq.*).

19 The Parties engaged in and exchanged discovery, including discovery related to putative  
20 class size and potential exposure, and additional discovery produced in connection with the  
21 Parties’ mediation efforts. On December 5, 2019, the Parties participated in a full day mediation  
22 with Deborah Crandall Saxe, Esq., a distinguished and highly regarded mediator. Although the  
23 Action did not settle on December 5, 2019, the Parties continued to negotiate through Ms. Saxe,  
24 and reached an agreement on May 7, 2020, which resulted in the present Stipulation between the  
25 Parties.

26 Class Counsel has thoroughly investigated the facts relating to the claims alleged and  
27 analyzed the applicable legal principles to the claims asserted against Defendant. Based upon  
28 Class Counsel’s discovery, investigation, and legal evaluation, and taking into account the sharply

1 contested legal and factual issues involved and assessment of the uncertainties of complex  
2 litigation and the relative benefits conferred upon the Settlement Class pursuant to this Settlement  
3 Agreement, Class Counsel has concluded that a settlement with Defendant, on the terms set forth  
4 in this Settlement Agreement, is fair, reasonable, adequate and in the best interests of Plaintiffs  
5 and the Settlement Class. In particular, Class Counsel and Representative Plaintiffs understand the  
6 risk of the merits of defenses Defendant has asserted.

7 Defendant denied, and continues to deny, the allegations in the Action in their entirety and  
8 any and all liability arising out of the conduct alleged. Defendant also denies that, if the case were  
9 to proceed, any class could be certified. Defendant has asserted defenses to the claims alleged in  
10 the Action, has always maintained that Defendant complied at all times with the California Labor  
11 Code, applicable Wage Orders of the Industrial Welfare Commission, and the California Business  
12 and Professions Code, and that Plaintiffs and the Settlement Class Members have been properly  
13 paid all wages and any other payments owing to them under applicable federal and state law.  
14 Defendant has concluded that further defense of this Action would be protracted and expensive.  
15 Substantial amounts of Defendant' time, energy and resources have been expended, and unless  
16 this Settlement is made, will continue to be expended in defense of the claims asserted in this  
17 Action. Defendant has therefore agreed to settle in the manner and upon the terms set forth in this  
18 Settlement Agreement to put to rest the claims as set forth in the Action.

19 The Parties agree that the novel virus known as COVID-19 has impacted the worldwide  
20 economy in such a substantial way that further litigation would impose further risks to the Parties  
21 and weighs heavily in favor of approval of this Settlement as a fair and reasonable compromise of  
22 the risks caused by this exceedingly unusual occurrence. In particular to this case, Defendant is a  
23 service provider in the airline industry, and has been, and continues to be deeply affected by the  
24 COVID 19 pandemic that is ongoing, and has decimated the air travel industry. The Parties further  
25 agree that the agreement of Defendant to settle this matter is not, and shall not be construed as, an  
26 admission of any wrongdoing whatsoever by Defendant against Plaintiffs and/or any other  
27 Settlement Class Member(s).

1 NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned,  
2 that this Action shall be settled, subject to the approval of the Court, pursuant to the following  
3 terms and conditions:

4 **II. DEFINITIONS**

5 As used in this Settlement Agreement, the following terms shall have the following  
6 meanings:

7 “Action” means the civil action titled *Jose Alvarado and Carlos Miranda v. Swissport SA,*  
8 *LLC.*, pending in the Superior Court of Los Angeles County, Case No. BC716020.

9 “Authorized Claimants” means those Settlement Class Members who do not timely opt  
10 out of the Settlement Class.

11 “Claims Administrator” means Phoenix Settlement Administrators (“Claims  
12 Administrator”), the entity that Class Counsel and Counsel for Defendant selected to administer  
13 this Settlement and to act as the third-party administrator to process the Settlement under the terms  
14 of this Settlement Agreement, after a bid solicitation process.

15 “Claims Administration Costs” means the fees and costs incurred or charged by the Claims  
16 Administrator in connection with the execution of its duties under this Settlement Agreement  
17 including, but not limited to: (i) fees and costs associated with preparing, issuing, and/or  
18 monitoring reports, filings and notices (including the cost of printing and mailing all notices and  
19 other documents to the Settlement Class) required to be prepared in the course of administering  
20 the Settlement; (ii) computing the amount of the Settlement Awards, and any other payments to  
21 be made under this Settlement Agreement; (iii) handling inquiries about the calculation of  
22 individual Settlement Awards; (iv) establishing and operating a Settlement payment center  
23 address, and phone number to receive inquiries about the Settlement; and (v) preparing and issuing  
24 any tax forms required under the law and/or pursuant to this Settlement Agreement and preparing  
25 and submitting any filings required by any governmental taxing authority or other governmental  
26 agency.

27 “Class Counsel” means The Law Offices of Mark Balali, located at 9465 Wilshire Blvd. #  
28 300, Beverly Hills, CA 90212, and the Remedy Law Group LLP, located at 610 E. Providencia

1 Ave., Unit B, Burbank, CA 91501.

2 “Class List” means the list to be provided to the Class Administrator, which consists of the  
3 first and last names, last-known addresses, telephone numbers, dates of employment, number of  
4 workweeks during the Settlement Class Period as a Settlement Class Member, and full social  
5 security numbers of the Settlement Class Members.

6 “Class Notice” means the Notice of Proposed Class Action Settlement to be sent to the  
7 Settlement Class Members after the Court preliminarily approves the terms contained in this  
8 Settlement Agreement, informing them of the material terms of the agreement, why they are  
9 receiving the Class Notice, and what their options are with respect to the Settlement. A proposed  
10 Class Notice is attached as Exhibit A to this Settlement Agreement.

11 “Class Released Claims” means any and all claims to be released by the Class Members  
12 who do not opt out of the Settlement consisting of all claims that were or could have been alleged  
13 based on the facts alleged in the Operative Complaint, including, but not limited to, any  
14 corresponding Fair Labor Standards (“FLSA”) or related PAGA or other similar claims under any  
15 federal, state, or local law, for the Settlement Class Period, including the date of preliminary  
16 approval of this proposed Settlement, and shall specifically include, but not be limited to, claims  
17 for violations of Cal. Lab. Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,  
18 1194, 1194.2, 1197, 1197.1, 1198, 2802, and Industrial Welfare Commission Wage Order No. 4-  
19 2001, §§ 3A, 4A, 11, and 12; Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and Civil  
20 Penalties under the Private Attorneys General Act (“PAGA”) (Lab. Code. §2698 *et. seq.*); and any  
21 similar claims and any federal or state related statutory and/or civil penalties, which were alleged  
22 or could have been alleged based on the facts of the Operative Complaint.

23 “Complaint” or “Operative Complaint” means the FAC filed on October 9, 2018 in this  
24 Action, with case number BC716020.

25 “Counsel for Defendant” means Kenneth D. Sulzer, Esq., and David A. Yudelson, Esq. of  
26 Constangy, Brooks, Smith & Prophete, LLP, 2029 Century Park East, Suite 1100, Los Angeles,  
27 California 90067, Telephone: 310-909-7775; Facsimile: 424-465-6630.

28 “Court” means the Superior Court for the County of Los Angeles, California, in which the

1 Action is currently pending, the Honorable Daniel J. Buckley presiding, which is located at the  
2 Central District Spring Street Courthouse, Department 1, 312 N. Spring Street, Los Angeles, CA  
3 90012. Court shall also mean any other Court with proper jurisdiction of this Action.

4 “Defendant” means Defendant Swissport SA, LLC.

5 “Effective Date” means five (5) business days after the latest of: (i) the expiration of date  
6 of the time for filing a notice of any appeal from Final Approval Date, the latest of (ii) the date of  
7 final affirmance of an appeal of that Final Approval Order, or (iii) the expiration of the time for a  
8 petition for review or writ of certiorari with respect to the Final Approval Order, and, if review or  
9 certiorari is granted, the date of final affirmance of the Final Approval Order following review  
10 pursuant to that grant; or (iv) the date of final dismissal of any appeal from the Final Approval  
11 Order or the final dismissal of any proceeding on review or certiorari with respect to the Final  
12 Approval Order that has the effect of confirming the Final Approval Order.

13 “Final Approval Date” means the date of entry of the Order granting final approval of this  
14 Settlement Agreement.

15 “Final Approval Order” means the Order granting final approval of this Settlement.

16 “Final Judgment” or “Judgment” means the judgment entered into by the Court pursuant  
17 to the terms set forth in this Settlement Agreement finally and fully giving effect to the terms  
18 contained in this Agreement.

19 “Gross Settlement Amount” means the total amount of Five Hundred and Fifty Thousand  
20 Dollars and 00/100 (\$550,000.00) to be paid by Defendant pursuant to the terms of this Settlement  
21 Agreement in full satisfaction of all claims arising from and related to this Action, which includes  
22 all individual settlement amounts to the Settlement Class Members, Representative Plaintiffs’  
23 Incentive Awards, Class Counsel Fees, Class Counsel’s Costs, Claims Administration Costs, the  
24 portion for the PAGA Payment payable to the Labor and Workforce Development Agency  
25 (“LWDA”), but does not include any employer payroll taxes required by law, including, but not  
26 limited to, the employer FICA, FUTA, and SDI contributions.

27 “Incentive Award” means the payment to Representative Plaintiffs for their service to the  
28 Settlement Class and in consideration for their agreements and execution of the Personal Release

1 contained herein, which are in addition to whatever payment they are each otherwise entitled to as  
2 an Authorized Claimant.

3 “LAX” means Los Angeles International Airport.

4 “Net Settlement Amount” (“NSA”) means the portion of the Gross Settlement Amount  
5 after deducting Class Counsel Fees, Class Counsel Costs, Incentive Award to Representative  
6 Plaintiff, Claims Administrator Costs, and the portion for the PAGA Payment payable to the  
7 LWDA.

8 “Notice Packet” means the Class Notice and Opt-Out Form to all Settlement Class  
9 Members via first-class mail, using the most current mailing address information available  
10 contained in the Class List.

11 “Opt-Out Form” means a request for exclusion from the proposed class action settlement  
12 form that will be mailed out in the Notice Packet to all Settlement Class Members.

13 “Opt-out Period” means the 60 calendar-day period after the mailing of the Notice Packets  
14 to the Settlement Class Members during which the Settlement Class Members can timely opt out  
15 of the Settlement Class.

16 “PAGA Payment” means the portion of the Gross Settlement Amount the Parties have  
17 agreed to allocate to settle the claims for civil penalties under the PAGA.

18 “Parties” means Plaintiffs and Defendant.

19 “Personal Release” means the irrevocable and unconditional release, acquittal, covenant  
20 not to sue, and discharge of the Released Parties and all persons and/or corporate entities acting  
21 through, under, on behalf or in concert with any of them, or any of them, from any and all Class  
22 Released Claims and any and all existing claims, demands, suits, actions, causes of action,  
23 obligations, agreements, contracts, promises, liabilities, debts, compensation, damages, losses,  
24 costs, expenses, and attorneys’ fees, of any and every kind, nature or character, known or unknown,  
25 suspected or unsuspected, actual or potential, absolute or contingent, pending or anticipated, which  
26 arise out of, are based upon, are by reason of, relate to, or in any way involve Plaintiffs’  
27 employment with Defendant, including the termination thereof, including, but not limited to, those  
28 arising under any federal, state, or local law, regulation or ordinance, contract, quasi-contract, the

1 common law, public policy, or any constitution, such as, without limitation, the California  
2 Constitution; the California Labor Code, including Labor Code Section 132a; Family Medical  
3 Leave Act; California Family Rights Act; Title VII of the Civil Rights Act of 1964 (42 U.S.C.  
4 §2000e); the California Fair Employment and Housing Act (Cal. Govt. Code §12900 *et seq.*); the  
5 Private Attorneys General Act of 2004 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969;  
6 Americans with Disabilities Act; Older Workers Benefit Protection Act; Age Discrimination in  
7 Employment Act; Consolidated Omnibus Budget Reconciliation Act of 1985; Employee  
8 Retirement Income Security Act of 1974, Civil Code section 51 *et seq.*; Wage Orders of the  
9 California Industrial Welfare Commission; the California Code of Regulations; the California  
10 Business and Professions Code; Fair Labor Standards Act; and claims of intentional infliction of  
11 emotional distress; defamation and/or libel, or any other damage to reputation claims; breach of  
12 implied contract or for claims of a breach of the covenant of good faith and fair dealing, as well as  
13 any other express or implied covenant; or any other statute or common law principle of similar  
14 effect, known or unknown, which the person giving this release now has, owns, or holds, or claims  
15 to have, own or hold, or which said person at any time heretofore had, owned, or held, or claimed  
16 to have, own, or hold or which said person at any time hereinafter may have, own, or hold, or claim  
17 to have, own, or hold, against each or any of the Released Persons, arising from acts, events, or  
18 circumstances occurring on or before the effective date of this Agreement. Representative  
19 Plaintiffs acknowledge and agree that this Agreement includes each of their releases of claims for  
20 disputed wages pursuant to Labor Code Section 206.5.

21 With respect to claims released in this Section, the Representative Plaintiffs expressly  
22 waive the benefits of California Civil Code § 1542. Civil Code §1542 provides:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
24 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
25 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
26 **RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE**  
27 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
28 **DEBTOR OR RELEASED PARTY.**

Notwithstanding the provisions of section 1542, and for the purpose of implementing a  
complete release and discharge of the claims in the Personal Release, Representative Plaintiffs  
expressly acknowledges that this Agreement is intended to include in its effect all claims which



1 he does not know of or suspect to exist in his favor at the time of execution hereof and that this  
2 Agreement contemplates the extinguishment of all such claims.

3 “Preliminary Approval Motion” means the motion that will be filed by Plaintiffs to obtain  
4 the Court’s preliminary approval of this Settlement and proposed Class Notice to be mailed out to  
5 the Settlement Class Members.

6 “Preliminary Approval Order” means the order preliminarily approving the settlement  
7 terms contained in this Agreement.

8 “Qualified Settlement Fund Account” means the account into which the Claims  
9 Administrator will transfer the Gross Settlement Amount pursuant to Internal Revenue Code  
10 Section 1.468B-1.

11 “Released Parties” means (i) Defendant; and (ii) Defendant’s past, present, or future  
12 subsidiaries, divisions, predecessors, successors and assigns, officers, agents, employees, advisors,  
13 insurers, attorneys, executors, administrators, servants, owners, shareholders, bondholders,  
14 directors, partners, and any parent or related organizations, successors in interest, and/or  
15 representatives.

16 “Representative Plaintiffs” means Jose Alvarado Garcia and Carlos Miranda, both  
17 individually and collectively.

18 “Settlement Agreement” or “Agreement” means this agreement and all exhibits attached  
19 to it.

20 “Settlement Award” means the gross payment to any Settlement Class Member pursuant  
21 to the terms of this Settlement Agreement.

22 “Settlement Class” means and consists of the following individuals: (1) all ramp agents  
23 employed by Defendant at LAX who signed arbitration agreements for the period of August 8,  
24 2017 to December 1, 2017; (2) all ramp agents employed by Defendant at LAX terminals T5/T6  
25 and/or TBIT who did not sign arbitration agreements for the period of August 3, 2014 to December  
26 1, 2017; and (3) those T5/T6 ramp agents employed by Defendant who transitioned into working  
27 as ramp agents at TBIT at LAX for the period of December 1, 2017, to December 31, 2018.

28 “Settlement Class Member” means all individuals in the Settlement Class. Defendant

1 estimates that there are a total of 26,879 workweeks during the periods identified for the Settlement  
2 Class.

3  
4 “Settlement Class Period” means, collectively:

5 (1) the period of August 8, 2017 to December 1, 2017, through the date of the  
6 Preliminary Approval Order, when applied or referring to the ramp agents employed by  
7 Defendant at LAX who signed arbitration agreements;

8 (2) the period of August 3, 2014 to December 1, 2017, through the date of the  
9 Preliminary Approval Order, when applied or referring to the ramp agents employed by  
10 Defendant at LAX terminals T5/T6 and/or TBIT who did not sign arbitration agreements;  
11 and

12 (3) the period of December 1, 2017 to December 31, 2018, through the date of the  
13 Preliminary Approval Order, when applied or referring to those T5/T6 ramp agents  
14 employed by Defendant who transitioned into working as ramp agents at TBIT at LAX.

15 “Settlement Fairness Hearing” or “Final Approval Hearing” means the hearing to be  
16 requested by the Parties and conducted by the Court, following appropriate notice to the Settlement  
17 Class and an opportunity for Settlement Class Members to exclude themselves from the Settlement  
18 Class and the proposed settlement, at which time the Parties will request the Court to approve the  
19 fairness, reasonableness and adequacy of the terms and conditions of the proposed settlement and  
20 this Settlement Agreement and to enter a Final Approval Order and Final Judgment.

21 “T5/T6” means Terminal 5 and Terminal 6, individually and collectively, at LAX.

22 “TBIT” means Tom Bradley International Terminal at LAX.

23 **III. SETTLEMENT FUND AND SETTLEMENT AWARD CALCULATION**

24 **A. Gross Settlement Amount.**

25 1. Defendant shall pay the Gross Settlement Amount of Five Hundred and Fifty  
26 Thousand Dollars and 00/100 (\$550,000.00) to settle this Action. The Gross Settlement Amount  
27 is based on the estimate of 26,879 workweeks during the Settlement Class Period, assuming a pro  
28 rata increase through the end date of the Settlement Class Period and a 10% margin of error. If the

1 margin of error is beyond 10%, Plaintiffs, in their sole discretion, may withdraw from the  
2 Settlement. However, if the workweek amount is overstated by more than 10%, Plaintiffs are not  
3 required under any circumstances to take a lesser amount, and, if the error overstates the  
4 workweeks by more than 10%, Defendant is not required to pay more than the Gross Settlement  
5 Amount.

6           2. Deposit of Settlement Amount. The Parties agree that due to the extreme financial  
7 hardship that the COVID 19 pandemic has placed on the airline industry in general, and on  
8 Defendant in particular, that the Gross Settlement Amount will not be required to be provided until  
9 the later of either: (a) thirty (30) days after the Effective Date, or (2) March 1, 2021. When due,  
10 Defendant shall deliver to the Claims Administrator the Gross Settlement Amount plus its share  
11 of employer-side payroll taxes. Immediately upon receipt by the Claims Administrator, these  
12 funds shall be transferred into a Qualified Settlement Fund Account. No Party shall have any  
13 further obligation or liability for any payment under this Settlement Agreement to Plaintiffs or to  
14 the Settlement Class Members.

15           3. Disbursement by Claims Administrator. All disbursements shall be made from the  
16 Qualified Settlement Fund Account. The Claims Administrator shall be the only entity authorized  
17 to make withdrawals or payments from the Qualified Settlement Fund Account. All payments to  
18 Authorized Claimants shall be made in a single distribution by the Claims Administrator (except  
19 for checks that are returned, which are addressed further below).

20           4. Payroll Taxes. The Gross Settlement Amount will not cover Defendant's share of  
21 employer-side payroll taxes, including FICA, FUTA, SDI, UE, on the Settlement Awards paid to  
22 Settlement Class Members. Such taxes shall be borne by Defendant, exclusive of the Gross  
23 Settlement Amount.

24           5. Incentive Award, Class Counsel Fees and Costs, Costs of Administration, and  
25 PAGA Payment. Subject to Court approval and for purposes of effectuating this Settlement  
26 Agreement, the following amounts shall be paid by the Claims Administrator from the Gross  
27 Settlement Amount:

28           a. Incentive Awards. Subject to Court approval and in exchange for

1 Representative Plaintiffs' releases of all claims in the Personal Release,  
2 Representative Plaintiffs' covenant not to sue (as described below), and in  
3 addition to their individual Settlement Award(s) as members of the  
4 Settlement Class, the sum of twenty thousand dollars (\$20,000) total  
5 (\$10,000.00 for Garcia and \$10,000.00 for Miranda) will be set aside from  
6 the Gross Settlement Amount for Representative Plaintiffs' efforts in  
7 bringing and prosecuting this matter. The Qualified Settlement Fund  
8 Account shall issue Representative Plaintiffs an IRS Form 1099 for this  
9 payment. The Claims Administrator shall pay the Incentive Awards  
10 approved by the Court from the Gross Settlement Amount within ten (10)  
11 business days of deposit of the Gross Settlement Amount. Any amounts not  
12 approved by the Court as an Incentive Award up to the amounts set forth in  
13 this paragraph shall be added back to the NSA to be distributed to the  
14 Settlement Class Members.

15 i. Representative Plaintiffs' Covenant Not to Sue. Representative  
16 Plaintiffs covenant and agree not to ever assert any claim released  
17 by the Personal Release, or to commence, join in, or voluntarily  
18 assist in a lawsuit or adversary proceeding against the Released  
19 Parties, or any of them, arising out of or regarding the claims  
20 released by the Personal Release set forth above.

21 6. Class Counsel Fees and Costs. Class Counsel shall make a motion for reasonable  
22 attorneys' fees and costs incurred by Class Counsel. The reasonable attorneys' fees requested by  
23 Class Counsel shall not exceed one third (33 and 1/3%) of the Gross Settlement Amount, or One  
24 Hundred and Eighty Three Thousand Three Hundred and Thirty Three Dollars and 33/100  
25 (\$183,333.33). These amounts will compensate Class Counsel for work already performed in this  
26 case and all of the work remaining to be performed in this case, including but not limited to  
27 documenting the Settlement Agreement, securing Court approval of the Settlement Agreement,  
28 making sure that the Settlement Agreement is fairly administered and implemented, obtaining final

1 judgment of the action, and addressing any appeals or further proceedings that may occur. Class  
2 Counsel's additional Costs/Expenses reimbursement request shall not exceed fifteen thousand  
3 dollars (\$15,000.00).

4 a. Defendant and its attorneys agree not to oppose any application or motion  
5 by Class Counsel for attorneys' fees and costs up to those amounts set forth  
6 herein, so long as any such application or motion is consistent with the  
7 provisions of this Settlement Agreement, and Class Counsel agrees not to  
8 petition the Court for any additional payments for fees, costs, or interest.

9 b. The Claims Administrator shall pay the attorneys' fees and costs approved  
10 by the Court, as set forth above from the Gross Settlement Amount within  
11 five (5) business days of deposit of the Gross Settlement Amount pursuant  
12 to paragraph A(2) above. Any amounts not approved by the Court in  
13 attorneys' fees and costs up to the amounts set forth in this Section III shall  
14 be added back to the NSA to be distributed to the Settlement Class  
15 Members.

16 c. The attorneys' fees and costs approved by the Court shall constitute full  
17 satisfaction of Defendant's obligations to pay amounts to any person,  
18 attorney, or law firm for attorneys' fees, expenses, or costs in this Action  
19 incurred on behalf of Plaintiffs and/or the Settlement Class, and shall relieve  
20 Defendant from any other claims or liability to any other attorney or law  
21 firm for any attorneys' fees, expenses, and/or costs to which any of them  
22 may claim to be entitled on behalf of Plaintiffs and/or the Settlement Class.  
23 Plaintiffs further agree that any allocation of fees between or among Class  
24 Counsel and any other attorney representing Plaintiffs and/or the Settlement  
25 Class shall be the sole responsibility of Class Counsel, and Plaintiffs agree  
26 to hold harmless Defendant from any claim or liability by any other  
27 individual, entity or other third party claiming or seeking to claim any  
28 attorneys' fees or costs.

1 d. An IRS Form 1099 shall be provided to Class Counsel for the payments  
2 made to Class Counsel. Class Counsel shall be solely and legally  
3 responsible to pay any and all applicable taxes on the payment made to  
4 Class Counsel. Defendant makes no representations or warranties regarding  
5 the tax consequences or obligations resulting from any payments made to  
6 Class Counsel. Class Counsel agrees to hold harmless Defendant, the  
7 Claims Administrator, and the Qualified Settlement Fund Account from any  
8 claim or liability for taxes, penalties, or interest for which Class Counsel is  
9 responsible as a result of the payment or any allocation of the payment made  
10 to Class Counsel.

11 7. Claims Administration Costs. Neither the Settlement Class Members nor Class  
12 Counsel shall have any responsibility or liability with respect to any administration costs incurred  
13 in connection with the administration of, and the distribution from, the NSA. All fees, costs, and  
14 expenses by the Claims Administrator pertaining to this Settlement Agreement shall be paid from  
15 the Gross Settlement Amount as set forth in this Settlement Agreement in an amount not to exceed,  
16 and are estimated to be, fifteen thousand dollars (\$15,000). Any amounts not approved by the  
17 Court in Claims Administration Costs pertaining to this Settlement Agreement up to the amount  
18 set forth in this paragraph shall be added back to the NSA to be distributed to the Settlement Class  
19 Members. Any extra administration costs shall be paid out of the Gross Settlement Amount. The  
20 Parties agree to cooperate in the settlement administration process and to make all reasonable  
21 efforts to control and minimize the costs and expenses incurred in the administration of the  
22 Settlement Agreement. The Claims Administrator shall pay itself the Claims Administration Costs  
23 approved by the Court within five (5) business days of the deposit of the Gross Settlement Amount.

24 8. PAGA Payment. The total PAGA Payment shall be ten thousand dollars  
25 (\$10,000.00). Seventy-five percent (75%) of that total, in the amount of seven thousand five  
26 hundred dollars (\$7,500.00), shall be paid to the State of California Labor & Workforce  
27 Development Agency (“LWDA”). The remaining twenty-five percent (25%), in the amount of  
28 two thousand five hundred dollars (\$2,500.00), shall be added back to the NSA to be distributed

1 to the Settlement Class Members. The PAGA Payment to the LWDA shall be made within five  
2 (5) business days after the deposit of the Gross Settlement Agreement.

3 **B. Settlement Awards to Eligible Class Members; Formula.**

4 Solely for purposes of effectuating this Settlement Agreement and in exchange for the  
5 release of the Class Released Claims by the Settlement Class Members, Settlement Class Members  
6 who do not timely opt out of the Settlement Agreement shall be paid a Settlement Award from the  
7 NSA in the amount(s) calculated as follows: Each Settlement Class Member will be paid a pro  
8 rata share of the NSA based on the number of weeks he or she worked for Defendant during the  
9 Settlement Class Period as a Settlement Class Member, divided by the total number of work weeks  
10 worked by all Settlement Class Members as Settlement Class Members during the Settlement Class  
11 Period. Each of the amounts in this section is subject to change depending on the final tally of  
12 Settlement Class Members who do not timely opt out of the Settlement Agreement. In the event a  
13 Settlement Class Member opts out of receiving a Settlement Award, the amount of the Settlement  
14 Award for that Settlement Class Member shall be reapportioned into the NSA for purposes of  
15 redistribution from the NSA to Settlement Class Members. In no event shall the NSA be used for  
16 any other purpose other than to make payments of Settlement Awards.

17 1. The Claims Administrator shall be responsible for determining eligibility for, and  
18 the amount of, the Settlement Awards to be paid. Settlement Awards shall be paid to Settlement  
19 Class Members no later than five (5) business days after the deposit of the Gross Settlement  
20 Amount.

21 2. The Settlement Award shall be treated by all Parties as one third (33 1/3%) non-  
22 wage penalties and one third (33 1/3%) interest, to be reported to the Settlement Class Member on  
23 an IRS Form 1099, and shall not be subject to withholdings, and one third (33 1/3%) wages, subject  
24 to withholdings, to be reported to the Settlement Class Member on an IRS Form W-2. Settlement  
25 Class Members shall be solely and legally responsible to pay any and all applicable taxes on the  
26 payment made to them. Defendant makes no representations or warranties regarding the tax  
27 consequences or obligations resulting from any payments made to Settlement Class Members.  
28

1           3.       All eligibility and Settlement Award determinations shall be based on personnel  
2 and payroll data that Defendant will make available as needed to the Claims Administrator.  
3 Settlement Class Members shall have an opportunity to dispute the personnel and payroll  
4 information reflected on the Class Notice as reflected in Exhibit A. The Claims Administrator  
5 shall have the sole authority to resolve any such disputes, and may consult with Class Counsel and  
6 Defendant’ counsel in doing so. Any Settlement Awards that are undeliverable to Settlement Class  
7 Members shall be distributed to the State of California in accordance with the requirements of  
8 section 384 of the California Code of Civil Procedure.

9           4.       All checks for Settlement Awards shall remain valid and negotiable for one hundred  
10 eighty (180) days from the date of their issuance. The funds represented by Settlement Award  
11 checks returned as undeliverable and those Settlement Award checks remaining un-cashed for  
12 more than 180 days after issuance shall be retained by the Claims Administrator. If any checks  
13 remain uncashed or not deposited by the expiration of the 180-day period after mailing, the  
14 Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed,  
15 pay the amount of the uncashed checks to State Controller’s Office Unclaimed Property Division  
16 as unclaimed property.

17           5.       The aggregate amount of the Settlement Awards to Settlement Class Members shall  
18 not, under any circumstances, exceed the NSA.

19           6.       Any Settlement Class Member who accepts any payments pursuant to the  
20 Settlement will be deemed to have opted in to the Settlement Class for purposes of the FLSA and  
21 to have waived and released any FLSA claim and all other claims as set forth in the “Class Released  
22 Claims.” There shall be language included on the back of the check that states the following:

23  
24                   By endorsing this check, I hereby consent to join the Action entitled *Jose*  
25                   *Alvarado and Carlos Miranda v. Swissport SA, LLC.*, pending in the  
26                   Superior Court of Los Angeles County, Case No. BC716020, and to  
27                   release all FLSA claims arising from the factual allegations in the First  
28                   Amended Complaint, for the Settlement Class Period. By participating  
                    in this Settlement and not having previously opted out, I also understand  
                    that I have already released all other Class Released Claims that were  
                    asserted or that could have been asserted in this Action, including the



1 Class Released Claims described in the Class Notice mailed to me  
2 pursuant to the Settlement Agreement.

3 **C. Taxes.**

4 1. Withholding and Reporting Requirements. The Claims Administrator shall be  
5 responsible for ensuring that all taxes associated with this Settlement Agreement are timely paid  
6 to the appropriate tax authorities. The Claims Administrator's responsibilities include the  
7 following: (i) filing all federal, state, and local tax deductions, (ii) to timely and proper filing of all  
8 required federal, state and local forms (e.g., IRS Form 1099's, W-2's, etc.) with the appropriate  
9 taxing authorities, and (iii) completion of any other steps necessary for compliance with any tax  
10 obligations of the Settlement under federal, state, and/or local law, as applicable. To verify the  
11 Claims Administrator's compliance with the foregoing withholding and reporting requirements,  
12 as soon as administratively practicable, the Claims Administrator shall furnish Class Counsel and  
13 Counsel for Defendant with copies of all forms detailing the payment of taxes (including all 1099  
14 forms and returns) sufficient to prove that such payments were properly remitted. The Claims  
15 Administrator shall provide a final accounting declaration adequate to demonstrate full compliance  
16 with all duties set forth in this Settlement Agreement, including, but not limited to, tax withholding,  
17 payment, and reporting obligations.

18 2. Determination and Payment of Taxes. The Claims Administrator shall determine  
19 the amount of any withholding or taxes to be withheld from each Authorized Claimant's settlement  
20 payment and issue IRS Form W-2's to the Settlement Class Members. All such withholdings shall  
21 be remitted by the Claims Administrator to the proper governmental taxing authorities. Each  
22 Settlement Class Member shall be responsible for any tax consequences of any funds paid out to  
23 each Settlement Class Member pursuant to this Settlement Agreement.

24 3. Circular 230 Disclaimer. Each party to this Settlement Agreement (for purposes of  
25 this section, the "Acknowledging Party"; and each party to this Settlement Agreement other than  
26 the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this  
27 Settlement Agreement, and no written communication or disclosure between or among the Parties  
28 or their attorneys and other advisors, is or was intended to be, nor shall any such communication  
or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of

1 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the  
2 Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and  
3 tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (b)  
4 has not entered into this Settlement Agreement based upon the recommendation of any other party  
5 or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication  
6 or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be  
7 imposed on the Acknowledging Party; and (3) no attorney or advisor to any other party has  
8 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax  
9 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
10 Acknowledging Party of the tax treatment or tax structure of any transaction, including any  
11 transaction contemplated by this Settlement Agreement.

12 4. Completion of and Report on Settlement Administration. Administration of the  
13 Settlement Agreement shall be completed on or before the eleventh business day after the deposit  
14 of the Gross Settlement Amount. Upon completion of administration of the Settlement Agreement,  
15 the Claims Administrator shall provide written certification of such completion and provide proof  
16 of payment at the request of the Court and/or counsel for the Parties. The Claims Administrator  
17 also shall furnish counsel for the Parties with a report showing the amounts and dates of each  
18 payment.

19 5. Date of Distribution. In no event shall there be any distribution from the Gross  
20 Settlement Amount until at least five (5) business days after the Effective Date.

21 **IV. RELEASES**

22 Pursuant to this Settlement, the Representative Plaintiffs and Settlement Class Members  
23 who do not timely and validly opt-out of this Settlement, and all persons purporting to act on their  
24 behalf or purporting to assert a claim under or through them, including, but not limited to their  
25 spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors,  
26 administrators, trustees, conservators, guardians, personal representatives, and successors-in-  
27 interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or  
28 any other type or in any other capacity fully, finally, and forever settle, compromise, and discharge

1 the Released Parties of the Class Released Claims and, for the Representative Plaintiffs, of the  
2 claims in the Personal Release. As of the date Defendant deposits the Gross Settlement Amount  
3 with the Claims Administrator, and except as to such rights or claims as may be created by this  
4 Settlement Agreement, all Settlement Class Members who do not timely and validly opt-out of  
5 this Settlement fully release and forever discharge the Released Persons from all Class Released  
6 Claims during the Settlement Class Period.

7 **V. SETTLEMENT APPROVAL & IMPLEMENTATION PROCEDURE**

8 **A. Conditional Class Certification for Settlement Purposes Only.** For settlement  
9 purposes only, the Parties agree that the Settlement Class may be certified. For purposes of settling  
10 this lawsuit only, the Parties stipulate and agree that the requisites for establishing class  
11 certification with respect to the Settlement Class Members as defined above have been and are  
12 met. The Parties agree that evidence of this limited stipulation for settlement purposes only will  
13 not be deemed admissible for any purpose in this Action or in any other action. It is the position  
14 of Defendant that if this case were to be litigated, class certification would be inappropriate, *inter*  
15 *alia*, because of manageability and individualized issues, and that Defendant would also prevail  
16 on the merits. If the Settlement fails to be approved or otherwise fails to be consummated for any  
17 reason whatsoever, including, but not limited to, the Final Judgment not becoming final, then  
18 Defendant retains all rights previously available to it, and any provisional certification of any class,  
19 or the adoption of any procedure herein, shall be undone and the Parties restored to their pre-  
20 Settlement status as if no Settlement had been reached and no decisions were made pursuant to it.

21 **B. Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to  
22 accomplish the terms of this Settlement Agreement, including but not limited to, execution of such  
23 documents and to take such other action as may reasonably be necessary to implement the terms  
24 of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,  
25 including all efforts contemplated by this Settlement Agreement, and any other efforts that may  
26 become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and  
27 the terms set forth herein. As soon as practicable after execution of this Settlement Agreement,  
28 Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all

1 necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

2       **C.     Procedures.** As part of this Settlement Agreement, the Parties agree to the  
3 following procedures for requesting the Court's preliminary approval of the Settlement  
4 Agreement, certifying the Settlement Class, notifying the Settlement Class, requesting final Court  
5 approval of the Settlement Agreement, and processing the Settlement Awards.

6       **D.     Preliminary Approval of the Settlement.** Plaintiffs will file with the Court a  
7 motion for preliminary approval of this Settlement and provisional certification of the Settlement  
8 Class within 45 calendar days of signing of this Agreement. Such submissions will include such  
9 motions, pleadings and evidence as may be required for the Court to determine that this Agreement  
10 is fair, adequate, and reasonable, as required by the California Rules of Civil Procedure. Such  
11 submission will also include a Class Notice of Settlement for the Court to approve, which will then  
12 be mailed to the Settlement Class Members. At least one week prior to filing the motion, Plaintiff's  
13 counsel shall provide a draft of the motion to Defendant for final review and comment.

14       **E.     Class Notice.** Subject to the approval of the Court, notice of the Settlement  
15 Agreement shall be provided to the Settlement Class in the form of the proposed Class Notice  
16 attached hereto as Exhibit A. The Parties believe and agree that the following proposed procedures  
17 for notice provide the best practicable notice to the Settlement Class:

18           1. As directed by the Court, the Claims Administrator shall be responsible for  
19 preparing, printing, and mailing to all Settlement Class Members the Class Notice and Opt-Out  
20 Form attached to this Settlement Agreement.

21           2. No later than 30 business days after the date of the entry of the Preliminary  
22 Approval Order, and to the extent not already provided, Defendant shall provide to the Claims  
23 Administrator the Class List.

24           3. Neither Defendant nor the Claims Administrator shall provide the identification  
25 and/or financial information of Settlement Class Members to the Class Representative, Class  
26 Counsel, any other Settlement Class Member, or to any other person or entity. However, before  
27 the Claims Administrator sends the Class Notice to Settlement Class Members as outlined below,  
28

1 it will advise the Parties, in writing, of the total number of Settlement Class Members and the total  
2 number of workweeks on the Class List.

3 4. If Defendant and the Claims Administrator determine, based upon further review  
4 of available data, that a person previously identified as being a Settlement Class Member should  
5 not be so included, or if they identify a person who should have been included as a Settlement  
6 Class Member but was not so included, Defendant and the Claims Administrator shall promptly  
7 delete or add such person as appropriate and immediately notify Class Counsel prior to such  
8 deletions or additions (and the reasons therefore).

9 5. No later than 40 business days after the date of entry of the Preliminary Approval  
10 Order, the Claims Administrator shall send a Notice Packet to all Settlement Class Members via  
11 first-class mail, postage prepaid, using the most current mailing address information available  
12 contained in the Class List.

13 6. Any Notice Packets returned to the Claims Administrator as non-delivered before  
14 the expiration of the 60 calendar day period for Settlement Class Members to mail Opt-Out  
15 Forms shall be sent to the forwarding addresses affixed thereto. If no forwarding address is  
16 provided for a Notice Packet that is returned as non-delivered, then such Notice Packet will be  
17 re-sent by the Claims Administrator after the address is updated using the following skip-trace  
18 procedures: (1) run this Class List through the United States Postal Service's National Change of  
19 Address database; and (2) perform address searches using public and proprietary electronic  
20 resources which collect their data from various sources such as utility records, property tax  
21 records, motor vehicle registration records, and credit bureaus. Undelivered Notice Packets will  
22 be re-sent within five (5) business days after the Claims Administrator receives notice that the  
23 Notice Packet was undeliverable. Any Class Member whose Notice must be re-mailed by the  
24 Claims Administrator will receive an additional ten (10) days from the date of re-mailing in  
25 which to send Request for Exclusion, which must be postmarked no later than ten (10) days after  
26 the date of re-mailing.

27 7. Other than the obligations set forth in this Settlement Agreement, Plaintiffs, Class  
28 Counsel, Defendant, and the Claims Administrator shall have no additional obligation to identify

1 or locate any Settlement Class Member or have any liability in connection with the provision of  
2 information to the Claims Administrator or otherwise.

3 8. Requests for Exclusion (“Opt Outs”). The Class Notice shall provide that  
4 Settlement Class Members who wish to exclude themselves from the Settlement Agreement must  
5 submit an Opt-Out Form, postmarked on or before the expiration of the Opt-Out Period. Such  
6 written request for exclusion must contain all of the information requested on the Opt-Out Form.  
7 The Opt-Out Form must be personally signed by the Settlement Class Member who seeks to opt  
8 out. No opt-out request may be made on behalf of more than one Settlement Class Member. The  
9 Opt-Out Form must be sent by mail to the Claims Administrator and must be timely postmarked  
10 as set forth above. The postmark date of the mailing envelope shall be the exclusive means used  
11 to determine whether an Opt-Out Form has been timely submitted and the Claims Administrator  
12 shall have the sole power to determine timeliness or validity of an opt-out, but may confer with  
13 counsel for the Parties in reaching that determination. Any Settlement Class Member who requests  
14 exclusion (opts out) of the Settlement Agreement will not be entitled to any Settlement Award and  
15 will not be bound by the Settlement Agreement or have any right to object, appeal, or comment  
16 thereon.

17 9. Objections to Settlement. The Class Notice shall provide that those members of  
18 the Settlement Class who wish to object to the Settlement Agreement should mail a written  
19 statement of objection on or before the expiration of the Opt-Out Period to the Claims  
20 Administrator. The postmark date of the mailing shall be the exclusive means for determining that  
21 a Notice of Objection is timely. The Notice of Objection should include the case name and the  
22 basis for the objection. The Notice of Objection should be served on counsel for the Parties at least  
23 two (2) weeks prior to the Settlement Fairness Hearing. Regardless of whether a Class Member  
24 has complied with this recommended procedures, he/she will be permitted to speak to the Court at  
25 the Settlement Fairness Hearing.

26 10. No Encouragement of Objections, Opt-Outs, or Appeals. At no time shall any of  
27 the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class  
28 to opt-out, or to appeal from the Final Approval Order and Final Judgment.

1           11.    Right to Rescission In Event of Excess Opt-Outs. Notwithstanding any other  
2 provision of this Settlement Agreement, Defendant shall retain the right, in the exercise of its sole  
3 discretion, to nullify the Settlement Agreement within ten (10) business days of receipt of the Opt-  
4 Out Report as detailed below in paragraph F(2), if more than five percent (5%) of Settlement Class  
5 Members opt out of the Settlement Agreement pursuant to E(9) above. In the event of such a  
6 rescission, no Party may use the fact that any Party agreed to settle this case as evidence of  
7 Defendant’s liability in this lawsuit or the lack thereof, or that class certification is proper for any  
8 purpose other than settlement. Defendant, however, shall remain liable for the cost of  
9 administration to the extent such costs have been incurred prior to Defendant exercising this  
10 termination right.

11           **F.       Reports by the Claims Administrator.**

12           1.       Weekly Reports. Starting on the date that the Claims Administrator receives the  
13 Class List, the Claims Administrator shall provide weekly reports to counsel for the Parties  
14 detailing the progress of the claims process outlined herein.

15           2.       Opt-Out Report by the Claims Administrator. No later than ten (10) business  
16 days after the Opt-Out Period expires, the Claims Administrator shall provide counsel for the  
17 Parties with a declaration setting forth: (a) due diligence and proof of mailing of the Notice  
18 Packets; (b) the total amounts to be paid to the Settlement Class; and (c) the total number of  
19 Settlement Class Members who filed timely requests for exclusion or objections to the  
20 Settlement Agreement (“Opt-Out Report”), along with the complete copies of all requests for  
21 exclusion and objections received, including the postmark dates for each request for exclusion or  
22 objection. The Parties can challenge the validity of any opt-out and the Claims Administrator  
23 will be the sole arbiter of validity.

24           3.       Motion for Final Approval. Plaintiffs will file a motion for final approval of this  
25 Settlement with the Court, on or before 16 court days before the date of the Settlement Fairness  
26 Hearing, which will be set by the Court. At least one week prior to filing the motion, Plaintiff’s  
27 counsel shall provide a draft of the motion to Defendant for review and comment. In no event  
28 shall Plaintiffs file a motion for final approval at a time that would alter or accelerate the time

1 period provided to Defendant for depositing the Gross Settlement Amount, as set forth in section  
2 III (A)(2).

3 4. Settlement Fairness Hearing. After expiration of the deadline for requesting  
4 exclusion from or objecting to the Settlement Agreement, the Court shall conduct a Settlement  
5 Fairness Hearing to determine final approval of the Settlement Agreement along with the amounts  
6 properly payable for (i) attorneys' fees and costs; (ii) the payment to Representative Plaintiffs for  
7 their time and effort in bringing and prosecuting this matter, and (iii) the costs of administration  
8 of the Settlement Agreement. Upon final approval of the Settlement Agreement by the Court at  
9 or after the Settlement Fairness Hearing, the Parties shall present a final order to the Court for its  
10 approval and entry. After entry of the Final Approval Order, the Court shall have continuing  
11 jurisdiction for purposes of addressing (i) settlement administration matters; (ii) such post-Final  
12 Approval Order matters as may be appropriate under Court rules or as set forth in this Settlement  
13 Agreement; and (iii) ruling on the stipulated request for Final Judgment of entire Action when all  
14 aspects of the Settlement Agreement have been consummated.

15 **VI. FAILURE OF SETTLEMENT; IMPACT OF APPELLATE REVIEW**

16 A. Invalid without Court Approval. This Settlement Agreement is subject to approval  
17 by the Court. In the event it is not approved, it shall be deemed null and void, of no force and  
18 effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and  
19 covenant that it will not be used or referred to for any purpose whatsoever.

20 B. Effect of Revocation or Failure of Settlement. In the event that the settlement does  
21 not become final for any reason, this Settlement Agreement shall be null and void and any order  
22 entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a  
23 case, the Parties shall return to the status quo as if the Parties had not entered into this Settlement  
24 Agreement. The Claims Administrator will be paid by Defendant for its costs through the date it  
25 is notified that the Settlement will not proceed.

26 C. Impact of Appellate Review. In the event an appeal is filed from any of the Court's  
27 Orders, or any other appellate review is sought prior to the Effective Date, administration of the  
28



1 Settlement Agreement shall be stayed pending final resolution of the appeal or other appellate  
2 review.

3 **VII. PARTIES' AUTHORITY**

4 A. The signatories hereto hereby represent that they are fully authorized to enter into  
5 this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

6 B. No Signature Required by Settlement Class Members on Settlement Agreement.  
7 Because the Settlement Class Members are numerous, it is impossible or impractical to have each  
8 one execute this Settlement Agreement. The Class Notice, Exhibit A hereto, will advise all  
9 Settlement Class Members of the binding nature of the release and such shall have the same force  
10 and effect as if this Settlement Agreement were executed by each Settlement Class Member.

11 C. Agreement of Plaintiffs. Plaintiffs agrees not to object to or appeal any of the terms  
12 of this Settlement Agreement. Non-compliance by Plaintiffs with this paragraph shall be void and  
13 of no force or effect. Any such objection shall therefore be void and of no force or effect.

14 **VIII. LIMITATIONS ON USE OF THIS SETTLEMENT**

15 A. No Admission of Liability or Wrongdoing. Defendant denies any and all claims  
16 alleged in the FAC and denies all wrongdoing and liability whatsoever. Defendant maintains,  
17 among other things, that it has complied at all times with the California Labor Code, and all  
18 applicable California and federal law. This Settlement Agreement is not a concession or  
19 admission, and shall not be used against Defendant as an admission or indication with respect to  
20 any claim of any fault, concession or omission by Defendant. Whether or not the Settlement  
21 Agreement is finally approved, neither the Settlement Agreement, nor any document, statement,  
22 proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof,  
23 shall in any event be: (i) construed, offered or admitted in evidence as, received as, or deemed to  
24 be, evidence for any purpose, including, but not limited to, evidence of a presumption, concession,  
25 indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or  
26 damage; or (ii) disclosed or referred to for any purpose, or offered or received in evidence, in any  
27 further proceeding in this lawsuit, or any other civil, criminal or administrative action or  
28 proceeding against Defendant except for purposes of settling this lawsuit pursuant to this

1 Settlement Agreement and for obtaining preliminary and final approval thereof. The limitations  
2 set forth in this paragraph do not apply to any use of this Settlement Agreement by the Parties to  
3 enforce this Settlement following final approval by the Court.

4 B. No Impact on Employee Benefit Plan, Policy or Bonus Program. Defendant states  
5 that the amounts paid under this Settlement Agreement will not affect any previously credited  
6 hours of service under any employee benefit plan, policy, or bonus program sponsored by  
7 Defendant. To the extent permitted by the terms of any plan as such exists at the time of the  
8 payment, the amounts paid under this Settlement Agreement will not form the basis for additional  
9 contributions to, benefits under, or any other monetary entitlement under any Defendant employee  
10 benefit plans, policies, or bonus programs. Any payments made under the terms of this Settlement  
11 Agreement shall not be applied retroactively, currently, or on a going forward basis as salary,  
12 earnings, wages, bonuses, commissions, or any other form of compensation for the purposes of  
13 any Defendant employee benefit plan, policy, or bonus program. Defendant retains the right to  
14 modify the language of its employee benefit plans, policies, and bonus programs to effect this  
15 intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for  
16 “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by  
17 applicable plans, policies, and bonus programs for the purpose of eligibility, vesting, benefit  
18 accrual or any other purpose, and that additional contributions or benefits are not required by this  
19 Settlement Agreement. The Parties are not opining on the terms of any such plan.

20 C. No Publicity. Neither the Parties nor their counsel, without the prior written  
21 approval of counsel for the other Party (which approval may be withheld in a Party’s sole  
22 discretion), shall issue, authorize, or contribute to the preparation or dissemination of any press  
23 release or any other public statement or advertisement concerning this Agreement or any of its  
24 terms, or sponsor or participate in any press conference, interview, media appearance, or other  
25 public discussion concerning this Agreement or any of its terms. If the Parties or their counsel are  
26 contacted by the press, media or any industry association, they will respond only that the case has  
27 been amicably resolved to the parties’ mutual satisfaction. Any violation of this provision by  
28 Plaintiffs or Class Counsel shall entitle Defendant to nullify the Settlement Agreement at any time

1 before final court approval. The Parties agree that, in the event of a breach of this provision, the  
2 non-breaching party shall be entitled to reasonable attorneys' fees and costs incurred as a result of  
3 that breach. The foregoing does not limit Defendant' right to enforce this provision through an  
4 action for injunctive relief.

5 D. Various Proceedings Stayed. The Parties agree to stay all proceedings in the class  
6 action, except such proceedings as may be necessary to implement and complete the Settlement  
7 Agreement, pending the Settlement Fairness Hearing to be conducted by the Court.

8 E. Use of Defendant's Data and Documents. Plaintiffs and Class Counsel agree that  
9 none of the documents provided to them by Defendant during the case or in connection with the  
10 mediation or settlement shall be used for any purpose other than the settlement of this action.  
11 Furthermore, should Plaintiffs or their counsel have any originals or copies of documents of  
12 Defendant, Plaintiffs and his counsel agree to destroy or return such originals and copies of  
13 documents via Class Counsel upon the Effective Date of the Settlement Agreement.

14 **IX. MISCELLANEOUS**

15 A. No Assignment of Rights. Plaintiffs warrant and represent that they have not  
16 assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate to any  
17 person or entity any of the claims in the Personal Release or any rights, claims, or causes of action  
18 arising out of those claims. This warranty and representation of non-assignment shall survive the  
19 execution of this Settlement Agreement and entry of judgment in the Action. No Settlement Award  
20 shall be paid to any person or entity with respect to whom Plaintiffs have assigned, transferred, or  
21 hypothecated, or purported to assign, transfer, or hypothecate any of the claims in the Personal  
22 Release or any rights, claims, or causes of action arising out of those claims. In addition, Plaintiffs  
23 shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against  
24 any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys'  
25 fees, resulting from any breach by Plaintiffs of this warranty and representation, or any breach by  
26 Plaintiffs of the release of the claims in the Personal Release.

27 B. Construction. The Parties hereto agree that the terms and conditions of this  
28 Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the

1 Parties, and that this Settlement Agreement shall not be construed in favor of or against any party  
2 by reason of the extent to which any party or his, her, or its counsel participated in the drafting of  
3 this Settlement Agreement.

4 C. Captions and Interpretations. Paragraph titles or captions contained herein are  
5 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or  
6 describe the scope of this Settlement Agreement or any provision hereof. Each term of this  
7 Settlement Agreement is contractual and not merely a recital.

8 D. Modification. This Settlement Agreement may not be changed, altered, or  
9 modified, except in writing and signed by the Parties hereto, and approved by the Court. This  
10 Settlement Agreement may not be discharged except by performance in accordance with its terms  
11 or by a writing signed by the Parties hereto.

12 E. Integration Clause. This Settlement Agreement, along with any exhibits attached  
13 hereto, constitutes the entire agreement between the Parties relating to the settlement and  
14 transaction contemplated hereby, and the final, complete and exclusive express of the terms and  
15 conditions of their agreement. Any and all prior or contemporaneous agreements, understandings,  
16 representations, and statements, whether oral or written and whether by a party or such party's  
17 legal counsel, are hereby superseded and merged herein. No rights hereunder may be waived  
18 except in writing.

19 F. Binding on Assigns. This Settlement Agreement shall be binding upon and inure  
20 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,  
21 successors, and assigns.

22 G. Enforcement. The Parties agree that following entry of the final judgment, this  
23 Settlement Agreement shall be enforceable by the Court and the Court shall retain exclusive and  
24 continuing jurisdiction of this action over all Parties and Settlement Class Members to interpret  
25 and enforce the terms, conditions, and obligations of the Settlement Agreement. This Settlement  
26 Agreement may be pleaded or asserted by or on behalf of Defendant as a defense and complete  
27 bar to any action or claim that may be brought against or involve Defendant by anyone acting or  
28 purporting to act on behalf of Plaintiffs and/or the Settlement Class Members with respect to any

1 matters within the scope of this Settlement Agreement and excepting only the obligations of the  
2 Parties under this Settlement Agreement.

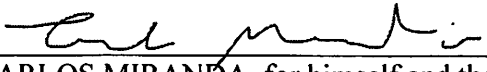
3 H. Counterparts. This Settlement Agreement may be executed in counterparts and via  
4 facsimile or electronically, and when each party has signed and delivered at least one such  
5 counterpart, each counterpart shall be deemed an original, and, when taken together with other  
6 signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and  
7 effective as to all Parties. This Settlement Agreement will become effective on the date when the  
8 last person signs and dates it.

9 I. Governing Law. All terms of this Settlement Agreement and the Exhibits hereto  
10 shall be governed by and interpreted according to the laws of the State of California and the United  
11 States of America, where applicable.

12 Dated December 28, 2020

  
\_\_\_\_\_  
JOSE ALVARADO GARCIA, for himself and the Class

15 Dated December 28, 2020

  
\_\_\_\_\_  
CARLOS MIRANDA, for himself and the Class

19 Dated December \_\_\_\_, 2020

\_\_\_\_\_  
SWISSPORT SA  
Title: \_\_\_\_\_

23 Dated December \_\_\_\_, 2020

\_\_\_\_\_  
SWISSPORT SA  
Title: \_\_\_\_\_

1 matters within the scope of this Settlement Agreement and excepting only the obligations of the  
2 Parties under this Settlement Agreement.

3 H. Counterparts. This Settlement Agreement may be executed in counterparts and via  
4 facsimile or electronically, and when each party has signed and delivered at least one such  
5 counterpart, each counterpart shall be deemed an original, and, when taken together with other  
6 signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and  
7 effective as to all Parties. This Settlement Agreement will become effective on the date when the  
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9 I. Governing Law. All terms of this Settlement Agreement and the Exhibits hereto  
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11 States of America, where applicable.

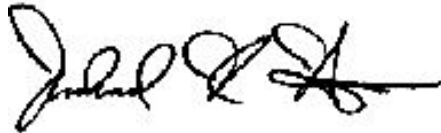
12 Dated December \_\_, 2020

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14 JOSE ALVARADO GARCIA, for himself and the Class

15 Dated December \_\_, 2020

16 \_\_\_\_\_  
17 CARLOS MIRANDA, for himself and the Class

18  
19 Dated December 23, 2020

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21 

22 SWISSPORT SA  
23 Chief Financial Officer  
24 Title: \_\_\_\_\_

25 Dated December 23, 2020

26 \_\_\_\_\_  
27 

28 SWISSPORT SA  
Corporate Secretary  
Title: \_\_\_\_\_

1  
2 **APPROVED AS TO FORM**

3 DATED: December 28 2020

**REMEDY LAW GROUP LLP**

4  
5 By: Andy Tsarukyan  
Andranik Tsarukyan

6 Armen Zenjiryan  
7 Attorneys for Plaintiffs,  
8 JOSE ALVARADO GARCIA and CARLOS MIRANDA,  
9 on behalf of themselves and all others similarly situated

10  
11 DATED: December \_\_, 2020


**BALALI LAW**

12 By: \_\_\_\_\_  
13 MARK BALALI (SBN 291254)

14 Attorney for Plaintiffs,  
15 JOSE ALVARADO GARCIA and CARLOS MIRANDA,  
16 on behalf of themselves and all others similarly situated

17  
18 DATED: December 23, 2020

**CONSTANGY, BROOKS, SMITH & PROPHETE,  
19 LLP**

20  
21 By: 

22 Kenneth D. Sulzer  
23 David A. Yudelson  
24 Attorneys for Defendant  
25 SWISSPORT SA LLC  
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**APPROVED AS TO FORM**

DATED: December \_\_, 2020

**REMEDY LAW GROUP LLP**

By: \_\_\_\_\_

Andranik Tsarukyan  
Armen Zenjiryan  
Attorneys for Plaintiffs,  
JOSE ALVARADO GARCIA and CARLOS MIRANDA,  
on behalf of themselves and all others similarly situated

DATED: December 28, 2020

**BALALI LAW**

By:  \_\_\_\_\_

MARK BALALI (SBN 291254)  
Attorney for Plaintiffs,  
JOSE ALVARADO GARCIA and CARLOS MIRANDA,  
on behalf of themselves and all others similarly situated

DATED: December \_\_, 2020

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Kenneth D. Sulzer  
David A. Yudelson  
Attorneys for Defendant  
SWISSPORT SA LLC