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FILED
Superior Court of California
County of Los Angeles
08/11/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: J. Araujo Deputy

Attorneys for Plaintiff GHUFRAN KHAN, as an individual and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GHUFRAN KHAN, as an individual and on behalf of all similarly situated employees,
Plaintiff,

v.

ATLAS AIR, INC., a corporation doing business in California; and DOES 1- 50, Inclusive,

Defendant.

Case No.: 20STCV40478

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Assigned for all purposes to:
Hon. Steven J. Kleifield Dept: 57

Date: August 11, 2022
Time: 8:30 a.m.
Dept: 57

Complaint Filed: October 1, 2020
Trial Date: None Yet Set

Reservation ID: 971185022433

1 **[PROPOSED] ORDER**

2 On August 11, 2022, Plaintiff GHUFRAN KHAN’S (“Plaintiff”) Motion for Preliminary
3 Approval of Class Action Settlement (“Motion”) came on for hearing in Department 57 of the
4 Superior Court of California, County of Los Angeles. The Court, having fully reviewed the
5 motion for preliminary approval of class action settlement; points and authorities and declaration
6 filed in support; and Class Action Settlement (“Settlement”), including the Notice of Class Action
7 Settlement and the Employment Information and Dispute Form (“Notice”); and in recognition of
8 the Court’s duty to make a preliminary determination as to the reasonableness of any proposed
9 Class Action settlement, and if preliminarily determined to be reasonable, to ensure proper notice
10 is provided to Class Members in accordance with due process requirements, and to set a Final
11 Fairness Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy and
12 reasonableness of any proposed settlement,

13 **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

14 1. The Settlement (including the proposed award of attorneys’ fees, litigation costs,
15 and “Enhancement” payment to the Class Representative) falls within the “range of
16 reasonableness” and, therefore, the Court grants preliminary approval of the Settlement. Based
17 on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result
18 of arms’ length negotiations conducted after Class Counsel had thoroughly and adequately
19 investigated the claims and became familiar with the strengths and weaknesses of those claims.

20 2. The Court hereby grants conditional class certification for settlement purposes
21 only. The proposed Class, defined below, satisfies the requirement of a class because the members
22 are readily ascertainable and a well-defined community of interest exists in the questions of law
23 and fact affecting the Parties. Pursuant to the Settlement, the Class is defined as: all non-exempt
24 or hourly-paid current and former employees of Defendant Atlas Air, Inc., in California during
25 the Class Period of October 21, 2016, through May 31, 2022.

26 3. Justin Lo of Work Lawyers, PC, is appointed Class Counsel for settlement
27 purposes.

28 4. Named Plaintiff GHUFRAN KHAN is approved as Class Representative.

1 5. The proposed Class Notice (“Notice”) and the procedures set forth in the
2 Settlement for providing notice to the Class are approved. This Class Notice is attached as Exhibit
3 1.

4 6. The Notice fairly, plainly, accurately, and reasonably informs Class Members of:
5 (1) appropriate information about the nature of this Action, the definition of the Class, the identity
6 of Class Counsel, and the essential terms of the Settlement; (2) appropriate information about
7 Plaintiff and Class Counsel’s forthcoming applications for the enhancement payment to the Class
8 Representative and the Class Counsel attorneys’ fees and litigation costs award; (3) appropriate
9 information about how the proceeds of the Settlement will be distributed, and about Class
10 Members’ rights to appear through counsel, if they desire; (4) appropriate information about how
11 to object to the Settlement, if a Class Member chooses to do so; (5) appropriate instructions as to
12 how to obtain additional information regarding this Action and the Settlement; and (6) where to
13 access any judgment entered in this case following final approval. The proposed plan for mailing
14 the Notice, by first class mail to the most current mailing address information from a National
15 Change of Address Search (NCOA) based on the most current information provided from
16 Defendant’s records is an appropriate method, reasonably designed to reach all individuals who
17 would be bound by the Settlement. Attached respectively as Exhibits 2 and 3 are the exclusion
18 form and objection form.

19 7. Notices returned to the Settlement Administrator as non-deliverable during the 30
20 calendar-day Response Deadline period shall be resent to the forwarding address, if any, on the
21 returned envelope, promptly upon Settlement Administrator’s receipt of the returned Notice. A
22 returned Notice will be forwarded only once per Class Member by the Settlement Administrator.
23 If there is no forwarding address, the Settlement Administrator will do a computer search for a
24 new address using the Class Member’s social security number. Upon completion of these steps
25 by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to
26 have satisfied their obligations to provide the Notice of Class Action Settlement and Notice of
27 Settlement Payment to the affected Class Member. The affected Class Member shall remain a
28 member of the Class and shall be bound by all the terms of the Settlement and the Court’s Order

1 and Final Judgment.

2 8. The Notice and the manner of distributing the Notice are approved.

3 9. The Parties are ordered to carry out the Settlement according to its terms.

4 10. The Court appoints Phoenix Settlement Administrators as the Settlement
5 Administrator. Promptly following the entry of this order, the Settlement Administrator will
6 prepare final versions of the Notice, distribute the notices, log objections/opt outs, distribute
7 settlement funds, and carry out all other related duties of a settlement administrator per the
8 relevant dates and deadlines set forth in this order.

9 11. Individual Settlement Payment checks shall remain valid and negotiable for one
10 hundred and eighty (180) calendar days after the date of their issuance. Within twenty (20)
11 calendar days after the expiration of the 180-day period, the Settlement Administrator will cancel
12 all Individual Settlement Payment checks that have not been cashed or negotiated within the 180-
13 day period (“Unused Funds”). Unclaimed funds shall be transferred to the DLSE’s unpaid or
14 unclaimed wage fund.

15 12. A final report shall be filed with the Court after the Settlement Administrator
16 determines the total amounts paid, and the total of any payments that were not cashed. Thirty (30)
17 days after the final report is filed with the Court, the parties shall prepare and file a stipulation
18 and proposed order along with a Proposed Amended Judgment.

19 **RELEVANT DATES AND DEADLINES**

20 13. Following preliminary approval and pursuant to the terms of the Settlement
21 Agreement, Defendant shall provide the Settlement Administrator with the following information
22 that is within Defendant’s possession for each Class Member: (1) the Settlement Class Member’s
23 first and last name, (2) last known mailing address, (3) social security number, (4) hire and
24 termination dates, and (5) total number of pay periods during which the Class Member performed
25 work during the Class Period as a member of the Class. This information shall be based on
26 Defendant’s payroll and other business records and in a format readily accessible to Defendant.
27 The data contained in the Database shall remain confidential and shall not be disclosed to anyone,
28 except to applicable taxing authorities and as needed by the Settlement Administrator to carry out

1 the reasonable efforts required by the Settlement, or pursuant to express written authorization by
2 Defendant or by order of the Court. The Settlement Administrator shall be authorized to use any
3 reasonable practices to locate Class Members in order to provide them with the Notice and/or
4 Settlement Payments. Neither Class Counsel nor the Settlement Administrator may use the
5 Database for any purpose other than to administer the Settlement as provided in the Settlement.

6 14. Pursuant to the terms of the Settlement Agreement, the Settlement Administrator
7 shall mail a copy of the Class Notice to all Class Members by first class regular U.S. mail. The
8 Settlement Administrator will engage in address searches consistent with their normal practices
9 in settlements of wage claims, including skip tracing. Any returned envelopes from this mailing
10 with forwarding address will be utilized by the Settlement Administrator to forward the Notice to
11 the Class Members. The notice of settlement shall be accompanied by an exclusion/opt out and
12 objection form. The objection notice will be submitted to the settlement administrator and not to
13 the court. For final approval, the Settlement Administrator shall file a declaration authenticating
14 every exclusion form received by them.

15 15. Each Notice will list the total workweeks worked by the Class Members during
16 the Class Period. To the extent a Class Member disputes the information listed on his or her
17 Notice, the Class Member may produce evidence to the Settlement Administrator showing the
18 number of weeks the Class Member contends to have worked during the Class Period. If there is
19 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
20 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
21 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
22 Settlement Administrator's determination of the eligibility for and amount of any Individual
23 Settlement Payment shall be binding upon the Class Members and the Parties.

24 16. All requests for exclusions must be submitted pursuant to the terms and deadline
25 set in the Settlement Agreement.

26 17. All written objections must be mailed to the Settlement Administrator pursuant to
27 the terms of the Settlement Agreement. Any Objection must be signed by the Settlement Class
28 Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of

1 the Settlement Class Member's Social Security number and/or the Employee ID number; and (3)
2 the basis for the objection. Phoenix Settlement Administrator shall notify any objecting party of
3 any continuance of the hearing of the motion for final approval.

4 18. The Court will conduct a Final Fairness Hearing on FG000CGG, at
5 11/11/22 to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate
6 and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award
7 to Class Counsel; and (3) the amount of Enhancement Payment to the Class Representative. If the
8 settlement is finally approved by the Court, Defendant will receive a release of claims as set forth
9 in the Settlement Agreement.

10 19. If any objections are received, Phoenix Settlement Administrator shall have the
11 responsibility of notifying the objector of any continued hearing dates.

12 20. Briefs/Motion in Support of Final Approval of the Settlement shall be filed per
13 code.

14 21. The Court reserves the right to continue the date of the Final Fairness Hearing
15 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all
16 further applications arising out of or in connection with the Settlement.

17 In the event the Settlement is not finally approved, or otherwise does not become effective
18 in accordance within the terms of the Settlement, this Order shall be rendered null and void and
19 shall be vacated, and the Parties shall revert to their respective positions as of before entering into
20 the settlement.

21
22 **IT IS SO ORDERED.**

23
24 Dated: 08/11/2022



Steven J. Kleifield

25 Steven J. Kleifield / Judge
26 The Honorable Steven J. Kleifield
27 Judge of the Superior Court
28

EXHIBIT 1

LOS ANGELES COUNTY SUPERIOR COURT
NOTICE OF SETTLEMENT OF CLASS ACTION

Khan v. Atlas Air, Inc.

If you were employed by Atlas Air, Inc. as a non-exempt employee in California at any time between October 21, 2016 and May 31, 2022 , a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Los Angeles County Superior Court has authorized this notice in the matters of *Khan v. Atlas Air, Inc.*, Case No. 20STCV40478 (the “**Litigation**”). This is not a solicitation from a lawyer.

- Ghufran Khan (“**Plaintiff**”) was a non-exempt ground employee employed by Atlas Air, Inc. (“**Defendant**”) in California. Plaintiff filed a lawsuit against Defendant on October 21, 2020.
- Plaintiff claims that Defendants failed to: pay minimum wages for all hours worked, pay all overtime wages due; pay for work performed off-the-clock; provide meal periods; authorize and permit rest breaks; provide accurate wage statements; reimburse all reasonable business expenses; ensure all deductions were proper and prevent improper deductions; maintain full and complete records regarding employment as required by California law; and, timely pay all wages after separation from employment. Plaintiffs, also claim that Defendants are liable for civil penalties under the Private Attorneys General Act (“**PAGA**”).
- Defendant disputes Plaintiff’s claims. Defendant expressly and specifically denies violating any laws and contends it acted properly and lawfully at all relevant times.
- For settlement purposes only, the Court has conditionally certified the Litigation to be a class action on behalf of all non-exempt ground employees employed by Defendant in California from October 21, 2016 to May 31, 2022 (the “**Class Period**”).

Your legal rights may be affected by this Settlement whether you act or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before [REDACTED].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

(1) DO NOTHING

(1) Receive part of the Settlement.

If you do not do anything upon receipt of this notice, you will receive a sum of money based on your dates of employment with Defendant; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Defendant.

(2) OPT-OUT

(2) Opt-out or exclude yourself from the Settlement. Get no benefits from it.

If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money, and you will not give up any rights you may have.

(3) OBJECT

(3) Write to the Court about why you object to the Settlement.

If you object to the Settlement, you can write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. NO MATTER WHICH OPTION YOU CHOOSE, DEFENDANT WILL NOT RETALIATE AGAINST YOU.

WHAT THIS NOTICE CONTAINS:

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You are receiving this notice because the Los Angeles County Superior Court has granted preliminary approval to a class action settlement for settlement purposes only, and Defendants' records indicate that you may be a member of the settlement Class. As such, you may be eligible for compensation from this Settlement.

As a Class Member, your interests are being represented at no expense to you by Justin Lo of Work Lawyers, P.C. ("**Class Counsel**"). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On October 21, 2020, Plaintiff filed a representative action in Los Angeles County Superior Court (“**the Court**”) on behalf of all current and former non-exempt hourly employees employed by Defendant in California (referred to as “**Class Members**”). On May 5, 2022, Plaintiff filed a First Amended Complaint (“FAC”) adding class claims. The FAC made claims for: (1) violation of Labor Code §§ 226.7 and 512 (meal period violations); (2) violation of Labor Code § 226.7 (rest break violations); (3) violation of Labor Code §§ 204, 510, 1194 (failure to pay all wages, including off-the-clock, minimum wages, and overtime wages); (4) violation of Labor Code §§ 201-203 (failure to pay wages due at separation of employment); (5) violation of Labor Code §§ 226(a), (e); (6) violation of Labor Code § 2802 (failure to reimburse business expenses and improper deductions); (7) violation of Business & Professions Code §§ 17200, *et seq.* (unfair business practices).

The Parties thoroughly investigated the case. Plaintiff and Defendant were then able to agree on a Settlement of the case with the assistance of a professional mediator. **Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class.** Defendant expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation. Defendant settled the Litigation in order to avoid costly, disruptive, and time-consuming litigation.

On [REDACTED], the Court gave preliminary approval to the Settlement and conditionally certified the settlement Class for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Defendant had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. What Are the Terms of the Settlement?

Defendant have agreed to pay \$170,000.00 to settle the Litigation (“Gross Settlement Amount”). The Gross Settlement Amount includes attorneys’ fees and costs, costs of settlement administration, PAGA penalties, and the Class Representative Service Payments.

The “Net Settlement Fund” is the remainder of the Gross Settlement Amount after the deductions have been made for the following items: (1) up to \$56,666.66 (33 1/3% of the Gross Settlement Amount) for Class Counsel’s attorneys’ fees; (2) Class Counsel’s actual litigation costs up to \$15,000; (3) the costs of settlement administration of \$4,500; (4) \$20,000 for PAGA penalties; and (5) up to \$3,000 to Plaintiff for serving as a Class Representatives.

B. Who is Included in the Settlement?

Included in the Settlement are all non-exempt, or equivalent positions however titled, ground employees employed by Defendant in California between October 21, 2016, and May 31, 2022.

C. How Are Settlement Payments Calculated?

There are approximately 38 Class Members. Any Class Member who does not submit a written request to be excluded from the Settlement will have his or her “Settlement Payment” calculated as follows:

- a. All Participating Class Members: The Net Settlement Fund totaling at least \$70,833.84 will be divided among all Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement that is equal to (i) the

number of workweeks he or she worked during the time period from October 21, 2016 through May 31, 2022, divided by (ii) the total number of workweeks worked by all Participating Class Members during the time period from October 21, 2016 through May 31, 2022.

- b. PAGA Subclass: The Settlement designates a total of \$20,000.00 as penalties under the PAGA. From this amount, \$5000.00 (25%) will be allocated to the PAGA Subclass, which includes all Class Members who were employed at any time during the time period from October 21, 2019, through May 31, 2022 (“PAGA Period”). The remainder of the PAGA penalties will be paid to the California Labor and Workforce Development Agency, as required by law. Each member of the PAGA Subclass will receive a proportionate share of money allocated to that Subclass that is equal to (i) the number of workweeks he or she worked during the time period from October 21, 2019, through May 31, 2022, divided by (ii) the total number of workweeks worked by all Participating Class Members who are members of the PAGA Subclass during the time period from October 21, 2019 through May 31, 2022.
- c. Tax Treatment of Settlement Payments: twenty percent (20%) of each Settlement Payment will be designated as wages, for which you will receive a W-2 form. The remaining eighty percent (80%) of each Settlement Payment will be allocated to penalties and interest for which you will receive a 1099 form.

D. Your Settlement Calculation.

Your Settlement Payment is estimated to be \$<<Est.SettlementAmt>>, based on the following dates of employment as reflected in Defendants’ records: <<Start Date>> - <<End Date>>

If you wish to object to the proposed settlement, you must send your objection to the attention of the Settlement Administrator **Phoenix Settlement Administrators** in writing by **DATE**. In your written objection, please provide what you believe to be the correct information along with supporting documentation, if available, to show the changes you are seeking. All written objections and supporting papers must: (1) state the objecting Class Member’s name and address; (2) state the case name and number as follows *Khan v. Atlas Air, Inc.*, Case No. 20STCV40478; (3) state each objection to the Settlement; (4) include a written explanation detailing the specific basis or reason, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court’s attention and any evidence the objector wishes to introduce in support of the objection(s); and (5) be signed and dated.

Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the expiration of 180 days, the sum of any uncashed/undeposited checks shall be delivered to the State of California, Department of Labor Standards and Enforcement’s unpaid or unclaimed wage fund.

E. Release of Claims Against Defendant.

Upon the Final Approval of the Settlement by the Court, Plaintiff and all members of the Settlement Class who do not submit timely requests for exclusion (described below) will be deemed to have fully released and discharged Defendant from all claims that were asserted in the Complaint or First Amended Complaint, or that could have been plead based upon the facts, conduct, and/or omissions alleged in the Litigation, from October 21, 2016 to May 31, 2022.

The released claims thus include claims for unpaid minimum wages, unpaid overtime wages, unpaid off-the-clock work, failure to provide meal periods, failure to authorize and permit rest periods, inaccurate wage statements, failure to maintain employment records, waiting time penalties, failure to reimburse business expenses, improper deductions, statutory interest on any of the foregoing, and unfair competition. Only those Class Members who were employed during the PAGA Period will release their claims for PAGA penalties.

These claims are referred to in this Notice as the “**Released Claims.**” For more information regarding the scope of the release, please read the Settlement Agreement available at <http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>.

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Option 1: Do Nothing and Receive a Settlement Payment.

You do not need to do anything in order to receive a Settlement Payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement Payment so long as the Settlement is approved and becomes Final. As set forth above, your Settlement Payment will be based upon whether or not you worked during the Class Period and, if so, the amount of workweeks you worked during the Class Period.

Please keep your address current! To assist the Court and the parties in maintaining accurate lists of Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call **PHOENIX PHONE NUMBER**. *Please say that you are a part of the Atlas Air, Inc. Settlement Class.*

B. Option 2: Exclude Yourself from the Settlement.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must mail your request for exclusion, postmarked no later than _____, to:

Your request for exclusion must contain your full name and a statement that you wish to be excluded. Your request for exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before _____.

C. Option 3: Object to the Settlement.

Any Settlement Class member who has not submitted a request for exclusion may object to the terms of the Settlement. You may object to the proposed settlement in writing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing should: (1) clearly identify the case name and number (*Khan v. Atlas Air, Inc.* Case No. 20STCV40478); and (2) be mailed to the Settlement Administrator postmarked on or before [REDACTED]. If the Settlement Class member timely submits a written objection, he or she, may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court, provided the Settlement Class member notifies the Court, Class Counsel, and Defense Counsel as identified below. Any attorney who will represent an individual objecting to this Resolution must file a notice of appearance with the Court, and serve Class Counsel and Defense Counsel no later than sixty (60) days after the Notice of Proposed Class Action Resolution was initially mailed to the Settlement Class members.

COUNSEL FOR THE PARTIES

CLASS COUNSEL

Justin Lo (SBN 280102)
WORK LAWYERS, PC
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COUNSEL FOR DEFENDANT

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DAVID S. MAOZ, Bar No. 233857
LITTLER MENDELSON, P.C.
2049 Century Park East
5th Floor
Los Angeles, CA 90067.3107

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on [REDACTED] at [REDACTED], in Department 57, 111 North Hill Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You can check whether the Final Approval Hearing has been continued or rescheduled by visiting the Court's website (see instructions below).

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Approval Hearing, you may appear personally or through counsel hired at your own expense, as long as you provide the Court with timely notice of your intent to appear.

At no expense to you, Class Counsel will represent your interests as a Class Member. Or, you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may read the detailed Settlement Agreement, which is available at <http://www.phoenixclassaction.com/class-action-lawsuits/judgments/> You may also access Plaintiffs' Motion for Preliminary Approval, Plaintiffs' Motions for Final Approval and Attorneys' Fees (when available), and other important documents related to this case, at the above website. If you have any questions regarding this Notice, the Settlement, or the Litigation, you may contact Class Counsel.

The pleadings and other records in this Litigation, including the Settlement Agreement, also may be examined online on the Los Angeles County Superior Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. After arriving at the website, click the "CASE NUMBER:" box and type in the following case number: 20STCV40478. Images of every document filed in the case may be viewed through the Register of Actions at a nominal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each Court location that has a facility for civil filings.

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GHUFRAN KHAN, as an individual and on
behalf of all similarly situated employees
Plaintiff,

v.

ATLAS AIR, INC., a corporation doing
business in California; and DOES 1- 50,
Inclusive
Defendants.

CASE NO. 20STCV40478

**REQUEST TO BE EXCLUDED FROM
SETTLEMENT**

**ONLY COMPLETE THIS FORM IF YOU *DO NOT* WANT TO RECEIVE PAYMENT
FROM THE SETTLEMENT**

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I WISH TO BE EXCLUDED FROM THE CLASS IN THE *GHUFRAN KHAN
RICHARD WARD V. ATLAS AIR, INC.*, CLASS ACTION LAWSUIT,
SUPERIOR COURT OF LOS ANGELES, CASE NO. 20STCV40478

I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS,
I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION
SETTLEMENT. HOWEVER, I UNDERSTAND THAT I AM ELIGIBLE TO
MY PORTION OF THE PAGA SETTLEMENT IF I AM AN ELIGIBLE
AGGRIEVED EMPLOYEE.

Dated: _____

(signature)

If you wish to be excluded and receive no payment from the Settlement, please complete and sign this Request To Be Excluded From settlement form and mail it to *Ghufran Khan v. Atlas Air, Inc.*, c/o Phoenix Class Action Settlement Administration at 1411 N. Batavia St. Suite 105, Orange, CA 92867, no later than **[DATE set by Court]**.

**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT
PAYMENT.**

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GHUFRAN KHAN, as an individual and on behalf of all similarly situated employees,

Plaintiff,

v.

ATLAS AIR, INC., a corporation doing business in California; and DOES 1- 50, Inclusive,

Defendants.

CASE NO. 20STCV40478

OBJECTION TO SETTLEMENT

ONLY COMPLETE THIS FORM IF YOU WISH TO OBJECT TO THE PROPOSED SETTLEMENT. THIS IS NOT AN "OPT-OUT" FORM. BY OBJECTING, YOU ARE NOT EXCLUDING YOURSELF FROM THE SETTLEMENT AND WILL BE BOUND BY ITS TERMS.

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I OBJECT TO THE PROPOSED STIPULATION REACHED IN *Ghufran Khan v. Atlas Air, Inc* SUPERIOR COURT OF LOS ANGELES, CASE NO. 20STCV40478. THE BASIS FOR MY OBJECTION IS AS FOLLOWS:

Dated: _____

(signature)

If you wish to object to the Settlement, please complete and sign this Objection form and mail it to *Ghufran Khan v. Atlas Air, Inc.*, c/o Phoenix Class Action Settlement Administration at 1411 N. Batavia St. Suite 105, Orange, CA 92867, no later than **[DATE set by Court]**.