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**FILED**  
Superior Court of California  
County of Los Angeles

06/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           A. Rosas           Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES - CENTRAL DISTRICT (SPRING STREET COURTHOUSE)

ZACHARY GURZENSKI, an individual, on behalf of himself and all other similarly situated non-exempt current and former employees,

Plaintiffs,

vs.

DELTA AIR LINES, INC., a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 21STCV19287  
[ASSIGNED FOR ALL PURPOSES TO HON. ELIHU M. BERLE, DEPT. 6]

CLASS ACTION

**REVISED ~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT**

Date: June 8, 2023  
Time: 9:00am  
Dept.: 6  
Judge: Hon. Elihu M. Berle

Action Filed: May 20, 2021  
Trial Date: None Set

1 On June 8, 2023, the Honorable Elihu M. Berle considered Plaintiff Zachary Gurzenski’s  
2 (“Gurzenski” or “Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA  
3 (“Approval Motion”), Declarations of Grant Savoy and Zachary Gurzenski; the Joint Stipulation  
4 of Class Action and PAGA Settlement (“Settlement Agreement”); Notice of Class Action  
5 Settlement (“Class Notice”); and other documents submitted in support of the Approval Motion.

6 Grant Savoy of Solouki Savoy, LLP appeared for and on behalf of Plaintiff and the  
7 Putative Class; Carrie Gonell and Nicole Antonopoulos of Morgan, Lewis, and Bockius LLP  
8 appeared on behalf of Defendant Delta Air Lines, Inc. (“Delta” or “Defendant”).

9 Having considered the Approval Motion, the Declarations, and all supporting legal  
10 authorities and documents, the Court orders as follows:

11 **IT IS HEREBY ORDERED THAT:**

- 12 1. The Court grants preliminary approval of the Settlement Agreement.
- 13 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
14 attached as **Exhibit A** to the Declaration of Grant Savoy, and all terms defined therein shall have  
15 the same meaning in this Order as set forth in the Settlement Agreement.
- 16 3. For settlement purposes only, the Court provisionally certifies the following  
17 Settlement Class: All persons employed by Delta as non-exempt employees working in  
18 Department 120 at the Los Angeles International Airport (“LAX”) in California at any time from  
19 July 1, 2017, through June 8, 2023. Excluded from the Settlement Class are persons who validly  
20 and timely exclude themselves using the procedures set forth in the Settlement Agreement.
- 21 4. The Court preliminarily appoints named Plaintiff Zachary Gurzenski as Class  
22 Representative.
- 23 5. The Court preliminarily appoints Grant Joseph Savoy and Shoham J. Solouki of  
24 Solouki | Savoy, LLP as Class Counsel. For purposes of these settlement proceedings, the Court  
25 finds Plaintiff’s Counsel adequate, competent, and capable of performing their responsibilities as  
26 Class Counsel.
- 27 6. The Court preliminarily approves the proposed class Settlement upon the terms and  
28 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the

1 Settlement appears to be within the range of reasonableness of settlement that the Court could  
2 ultimately grant final approval. It appears to the Court, on a preliminary basis, that the Settlement  
3 amount is fair, adequate, and reasonable as to all potential Class members when balanced against  
4 the probable outcome of further litigation relating to liability and damages issues. It further  
5 appears that the Parties have conducted extensive and costly investigation and research, such that  
6 counsel for the Parties are reasonably able to evaluate their respective positions at this time. It  
7 further appears to the Court that the Settlement will avoid the Parties incurring substantial  
8 additional costs, as well as the delay and risks that further prosecution of the Action would  
9 present. It further appears that the Settlement has been reached as the result of intensive, non-  
10 collusive, arm’s-length negotiations utilizing an experienced mediator. Preliminary approval is not  
11 a final finding that the Settlement Agreement is fair, reasonable, and adequate. Instead, the Court  
12 has determined that reasonable cause exists to submit the proposed Settlement Agreement to  
13 Settlement Class Members and to hold a hearing on the fairness of the proposed settlement and on  
14 final approval of the settlement (“Final Approval Hearing”), and ultimately approve the  
15 Settlement.

16           7.       The Court approves, as to form and content, the proposed Class Notice attached as  
17 **Exhibit A** to the Settlement Agreement, and **Exhibit A** hereto. These materials (a) provide the  
18 best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise Settlement  
19 Class Members of the pendency of the action, the terms of the proposed settlement, and of their right  
20 to appear, object to, or exclude themselves from the proposed settlement; (c) are reasonable and  
21 constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and  
22 (d) comply fully with the requirements of the California Rules of Court, the California Code of Civil  
23 Procedure, the California Civil Code, the Constitution of the State of California, the United States  
24 Constitution, and any other applicable law.

25           8.       The Court directs the mailing of the Class Notice by first-class mail and email (if  
26 available) to the Class Members on or before July 6, 2023. The Court finds that the dissemination  
27 of the Class Notice set forth in the Settlement Agreement complies with the requirements of due  
28 process of law and appears to be the best notice practicable under the circumstances.

1           9.       The Court hereby preliminarily approves the definition and disposition of the  
2 Maximum Settlement Amount of \$200,000, which is inclusive of payment of attorney fees not to  
3 exceed \$66,666.66 which is one third (1/3) of the Maximum Settlement Amount; costs not to  
4 exceed \$20,000; Service Award of \$10,000 to Plaintiff; PAGA penalties of \$25,000 (of which  
5 75% or \$18,750 will be paid to the LWDA and 25% or \$6,250 will be paid to eligible Class  
6 Members); and cost of Settlement Administration not to exceed \$11,500.

7           10.       The Court appoints Phoenix Settlement Administrators as the Settlement  
8 Administrator and approves payment of Settlement Administration costs, not to exceed \$11,500,  
9 out of the Maximum Settlement Amount for services to be rendered on behalf of the Class. The  
10 Settlement Administrator shall prepare and submit to Class Counsel and Defendant’s Counsel a  
11 declaration attesting to the completion of the notice process as set forth in the Settlement  
12 Agreement, including an explanation of efforts to resend any Class Notice returned undeliverable  
13 and the total number of opt-outs and objections received before and after the deadline.

14           11.       The Court directs Defendant to provide the Settlement Administrator with the  
15 “Class List” for Class Members providing the following information: name, last known mailing  
16 address, last known email address (if available), last known telephone number, social security  
17 number, and the total number of workweeks in California as a nonexempt employee during the  
18 Class Period. Defendant shall provide the “Class List” as referenced herein to the Settlement  
19 Administrator on or before June 22, 2023.

20           12.       The Settlement Administrator shall use the National Change of Address database  
21 (U.S. Postal Service) to check for updated addresses for Class Members and shall then mail, via  
22 first class U.S. mail and email (if available), the Class Notice to Class Members as approved in  
23 paragraph 3 herein, in accordance with the procedure and deadlines set forth in the Settlement  
24 Agreement. The Settlement Administrator shall mail the Notice on or before July 6, 2023. The  
25 deadline by which Class Members may dispute the number of workweeks, opt-out or object shall  
26 be sixty (60) calendar days from the date of the Settlement Administrator’s mailing of the Class  
27 Notice, which is September 6, 2023. Any Class Member who desires to be excluded from the  
28 Settlement must timely mail his or her written request for exclusion in accordance with the Class

1 Notice. All such persons who properly and timely exclude themselves from the Settlement shall  
2 not be Class Members and shall have no rights with respect to the settlement, no interest in the  
3 settlement proceeds, and no standing to object to the proposed settlement. However, Class  
4 Members who request exclusion but were employed during the PAGA Period as defined in the  
5 Settlement Agreement will receive their pro rata portion of the PAGA settlement, upon final  
6 approval of the Settlement.

7 13. The deadline for filing objections to any of the terms of the Settlement shall be  
8 September 6, 2023. Any Class Member who wishes to object to the Settlement must either serve a  
9 written objection on the Settlement Administrator or appear at the Final Approval hearing to  
10 object. The Settlement Administrator will email a copy of any written objections to Class Counsel  
11 and counsel for Defendants. Class Counsel will file any objections with the Court. The objection  
12 should set forth, in a clear and concise manner, the factual and legal basis for the objection. Class  
13 Members who fail to object in the manner specified above still have the right to appear in Court at  
14 the Final Approval Hearing to state his or her objections. Any Class Member who fails to make  
15 his or her objection in the manner provided for in this Order shall be deemed to have waived such  
16 objection and shall forever be foreclosed from making any objection to or appeal of the fairness,  
17 reasonableness or adequacy of the Settlement as incorporated in the Settlement Agreement, or to  
18 the award of attorney fees, costs, or incentive award to class representative.

19 14. All papers filed in support of Final Approval, including supporting documents for  
20 attorney fees and costs shall be filed on or before August 8, 2023.

21 15. Class Counsel and Counsel for Defendant shall file any responses to any written  
22 objections submitted to the Court on or before September 26, 2023.

23 16. A Final Approval hearing shall be held with the Court on October 6, 2023, at 9:00  
24 a.m., in Department 6 of the Superior Court of California County of Los Angeles, 312 N Spring  
25 Street, Los Angeles, CA 90012, to determine (1) whether the proposed settlement is fair,  
26 reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorney  
27 fees and costs to award Class Counsel; and (3) the amount of service award to the Class  
28

1 Representative. The Settlement Administrator shall provide Notice of any continuance of the Final  
2 Approval hearing to any Class Members who have submitted an objection to the Settlement.

3 17. Pending the Final Approval Hearing, Plaintiff and all Class Members and anyone  
4 acting on behalf of any Class Member, until the Class Member opts out, are enjoined from:  
5 further prosecution of the Action; filing, or taking any action directly or indirectly, to commence,  
6 prosecute, pursue or participate on a class action basis any action, claim or proceeding against  
7 Delta in any forum in which any of the claims subject to the Settlement are asserted, or which in  
8 any way would prevent any such claims from being extinguished; or seeking certification of a  
9 class action that involves any such claims.

10 18. In the event the Settlement does not become effective in accordance with the terms  
11 of the Settlement, or the Settlement is not finally approved, or is terminated, cancelled or fails to  
12 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
13 and the Parties shall revert to their respective positions as of the commencement of the Action.  
14 The Parties will be free to assert any claim or defense that could have been asserted at the outset of  
15 the Action.

16 19. Class Counsel and Counsel for Defendant are authorized to establish other means  
17 necessary to effectuate the terms of the Settlement Agreement.

18 **IT IS SO ORDERED.**



**Elihu M. Berle**

19  
20 DATED: 06/09/2023

Elihu M. Berle / Judge

Honorable Elihu M. Berle  
Judge of the Superior Court

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**EXHIBIT A**

## **NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

**If you were employed by Delta Air Lines, Inc. as a non-exempt employee working in Department 120 at the Los Angeles International Airport (“LAX”) in California at any time between July 1, 2017 through June 8, 2023, a settlement of a class and representative action lawsuit may affect your rights.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

### **TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.**

A proposed class and representative action settlement (“the Settlement”) has been reached in a putative class and representative action lawsuit entitled *Zachary Gurzenski v. Delta Air Lines, Inc.*, Case No. 21STCV19287, filed in the Los Angeles County Superior Court (the “Action”). The lawsuit was filed by Plaintiff Zachary Gurzenski (“Plaintiff”) against Defendant Delta Air Lines, Inc. (“Delta”). Plaintiff and Delta are collectively referred to as the “Parties.”

Plaintiff, a former Delta employee, asserts claims under California law for failure to pay or reimburse business expenses and failure to pay all final wages, which are alleged to be unfair business practices, on behalf of himself and all others employed by Delta as non-exempt employees working in Department 120 at LAX, according to Delta’s records, at any time between July 1, 2017 and June 8, 2023 (“Class Members”).

Plaintiff also asserts violations of the California Labor Code’s Private Attorneys General Act (“PAGA”) on behalf of himself and all other individuals employed by Delta as non-exempt employees working in Department 120 at LAX, according to Delta’s records, at any time between March 16, 2020 and June 8, 2023 (“PAGA Members”).

On June 8, 2023, the Court preliminarily approved the Parties’ class action settlement. The Settlement provides for individual settlement payments based on the number of workweeks that Class Members worked for Delta as a non-exempt employee working in Department 120 at LAX from July 1, 2017 through the date of preliminary approval of the Settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing either [REDACTED] or the Court’s docket in this case through the Court’s Case Access page at <https://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 21STCV19287. You may also contact the Settlement Administrator, Counsel for the Class, or Counsel for Delta.

**Do not contact the Court or the Clerk’s Office about this settlement.**



<b>YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b>	
<b>DO NOTHING</b>	If you do nothing, you will automatically receive your share of the settlement if the Settlement receives final approval by the Court, and will be bound by the terms of the Settlement and releases described in this Notice.
<b>EXCLUDE YOURSELF</b>	<p>If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the non-PAGA Labor Code claims at issue in this lawsuit, you may submit a written request for exclusion to the Settlement Administrator, postmarked no later than <b>September 6, 2023</b>.</p> <p>By opting out or excluding yourself from the class action, you will not receive a settlement check as part of the class action settlement. You will not be bound by any of the non-PAGA terms of the settlement and will not release any of your non-PAGA legal claims against Delta.</p> <p><b>NOTE: If you are a PAGA Member, as defined above, you cannot opt out of the PAGA Member group, even if you opt out of the class action settlement.</b> If the settlement is approved, you will receive a check for your allocation of the PAGA portion of the settlement, and you will be bound by the PAGA portion of the release whether you cash the check or not.</p>
<b>OBJECT</b>	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Court no later than <b>September 6, 2023</b> . This option is available only if you do <u>not</u> exclude yourself from the class action settlement.
<b>PARTICIPATE IN THE FINAL APPROVAL HEARING</b>	The Court's Final Approval Hearing is scheduled to take place on <b>October 6, 2023</b> . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing.
<b>CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS</b>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. You have the right to challenge the dates of employment used when calculating your workweeks and pay periods as stated on the fifth page of this Notice. If you disagree with either of these numbers, you must challenge it by <b>September 6, 2023</b> .

**Settlement payments only will be issued if the Court grants final approval of the Settlement.**

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

Plaintiff and Delta reached a settlement of a class and representative action, and Delta's records show you are a Class Member covered by this settlement. On June 8, 2023 the Court ordered this Notice be provided to Class Members to explain the Action, the Settlement, and your legal rights.

### **2. What is this lawsuit about?**

This is a class and representative action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. In the First Amended Complaint filed in the action, Plaintiff Zachary Gurzenski, a former Delta employee, asserts the following claims under California law: failure to pay or reimburse business expenses, failure to pay all final wages, and unfair competition. These class claims seek recovery going back to July 1, 2017. For more information regarding Plaintiff's claims, you are advised to refer to the First Amended Complaint, which is available on the Settlement Administrator's website.

The Action also includes a claim for civil penalties for the above alleged Labor Code violations brought on behalf of the State of California concerning Class Members whose covered workweeks go back to March 16, 2020 ("PAGA claims").

Delta denies Plaintiff's claims and contends that Delta has properly paid all final wages and reimbursed business expenses for its non-exempt employees working in Department 120 at LAX and complied with all applicable laws. Delta entered into the Settlement solely for purposes of avoiding the risks and uncertainty of litigation.

This Settlement is the result of good-faith, arm's-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

### **3. Has the Court decided who is right?**

The Court hasn't decided whether Delta or the Plaintiff is correct. Delta and the Plaintiff reached a settlement by mediating the case with a neutral third party, for the sole purpose of resolving the matter and with no admission of liability or wrongdoing by Delta.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 4. What does the settlement provide?

Subject to Court approval, under the terms of the Settlement, Delta agreed to pay \$200,000 (“Maximum Settlement Amount”) to settle all claims at issue of Plaintiff, Class Members and Class Counsel. Portions of the Maximum Settlement Amount will be used to pay Class Counsel’s attorneys’ fees and costs, Plaintiff’s Service Enhancement award, the costs of the Settlement Administration, and payments to the State of California Labor and Workforce Development Agency (“LWDA”) and PAGA Members for PAGA penalties. The remainder of the Maximum Settlement Amount will be available to pay money to the Class Members who do not exclude themselves from the class. Specifically, the Maximum Settlement Amount will be allocated as follows:

- 1) **Class Counsel’s Attorneys’ Fees and Costs.** Class Counsel will ask the Court to award attorneys’ fees to compensate them for the work performed for the benefit of the Class up to 1/3 of the Maximum Settlement Amount. Class Counsel will separately ask the Court to reimburse litigation costs up to \$20,000.
- 2) **Class Representative Service Enhancement Award to Plaintiff.** Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$10,000 for Plaintiff.
- 3) **PAGA Penalty Payments.** Class Counsel will ask the Court to authorize a payment of \$18,750 to the California LWDA and a collective payment of \$6,250 to the PAGA Members to settle claims alleged under PAGA.
- 4) **Settlement Administration Expenses.** Class Counsel will ask the Court to reimburse the Settlement Administrator, Phoenix Settlement Administrators, for the costs incurred in administering the proposed Settlement (“Settlement Administration Expenses”), estimated to be \$11,500, and in no event will exceed \$15,000.
- 5) **Payments to Class Members.** The amounts described in Nos. 1-4 above all will be subtracted from the Maximum Settlement Amount, and the amount remaining will constitute the Net Settlement Amount. The Net Settlement Amount will then be allocated for distribution under the procedure described below to Class Members who do not exclude themselves from the Settlement.

The Net Settlement Amount will be divided among Class Members based on the number of workweeks each Class Member worked compared to the number of workweeks worked by all Class Members between July 1, 2017 and June 8, 2023.

The PAGA Group Payment will be divided among PAGA Members based on the number of each PAGA Member’s eligible pay periods compared to the number of eligible pay periods for all PAGA Members between March 16, 2020 and June 8, 2023, including those who opt out of the class action settlement.

### **Tax Treatment of Settlement Payments**

Class Settlement Payments and PAGA Group Payments are treated as alleged civil penalties, interest, and other non-wage damages for tax purposes, for which an IRS Form 1099 shall be issued. They are not treated as wages for tax purposes.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

### **Your Weeks Worked and Estimated Individual Settlement Payment:**

The settlement covers all workweeks from July 1, 2017 through June 8, 2023 in which a Class Member worked for Delta as a non-exempt employee in Department 120 at LAX. According to Delta's records, you worked as a non-exempt employee in Department 120 at LAX within this time period during the following dates:

- [redacted] to [redacted].

Based on your work dates, the approximate amount of your recovery is: \$ [redacted]. This amount may change depending on participation in the settlement by all Class Members (*e.g.*, if a Class Member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds).

The PAGA portion of the settlement covers all pay periods from March 16, 2020 through [redacted] in which a Class Member worked for Delta as a non-exempt employee working in Department 120 at LAX. According to Delta's records, you worked as a non-exempt employee in Department 120 at LAX within this time period during the following dates:

- [redacted] to [redacted].

If you are a PAGA Member, your estimated recovery for the PAGA portion of the settlement is: \$ [redacted].

### **Procedure for Disputing Information**

If you want to dispute your number of estimated workweeks or pay periods, you need to provide written evidence supporting your claim by **September 6, 2023**, and send to:

[redacted]  
[redacted]  
[redacted]

Delta's records are presumed to be correct unless you provide documentation to the Settlement Administrator that demonstrates otherwise. The evidence submitted by you will be evaluated and a final decision made as to whether you may be entitled to any additional settlement payment amount.

## 5. What am I giving up in exchange for the settlement benefits?

### **Release by Class Members**

In exchange for receiving payments under the Settlement, Plaintiff and each Class Member who has not opted out of the Settlement (which would include you) shall be deemed to have fully, finally, and forever released Delta Releasees<sup>1</sup> from all Released Class Claims through **September 6, 2023**, including unknown Released Class Claims to the fullest extent permitted by law. Released Class Claims are any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Delta Releasees, whether in law or equity, that have been asserted in the First Amended Complaint, or that reasonably could have been asserted in the First Amended Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled therein, and including claims for (i) failure to pay or reimburse business expenses under Labor Code section 2802, including but not limited to expenses for use of a personal mobile device and/or cell phone for work-related purposes, expenses for protective footwear, such as steel-toed shoes or boots, expenses for other personal protective equipment such as earmuffs, marshalling wands, knee pads, and expenses for work-related safety equipment and tools; (ii) failure to pay all final wages under Labor Code section 203; and (iii) claims derivative and/or related to those claims, including those under the California Business & Professions Code and PAGA related to released claims, as well as associated claims for attorneys' fees and costs, from July 1, 2017 through June 8, 2023. All Settlement Class Members shall be bound by the release, unless they timely opt-out as explained below.

### **Release by PAGA Members**

Plaintiff on behalf of himself and on behalf of the LWDA and each and every PAGA Member, shall be deemed to have fully, finally, and forever released each and all of the Delta Releasees from all Released PAGA Claims, including unknown Released PAGA Claims to the fullest extent permitted by law. Released PAGA Claims are claims, obligations, demands, rights, causes of action, and liabilities against Delta, under PAGA that have been asserted or that reasonably could have been asserted in the First Amended Complaint, the LWDA Notice, and any amendments thereto; or that reasonably could have been asserted in the First Amended Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled therein. Released PAGA Claims include, but are not limited to, claims for civil penalties under the PAGA based on (i) alleged violations of Labor Code section 2802, including but not limited to expenses for use of a personal mobile device and/or cell phone for work-related purposes, expenses for protective footwear, such as steel-toed shoes or boots, expenses for other personal protective equipment such as earmuffs, marshalling wands, knee pads, and expenses for work-related safety equipment and tools, (ii) failure to pay all final wages under Labor Code section 203, and (iii) claims derivative and/or related to those claims, as well as associated claims for attorneys' fees and costs, from March 16, 2020 through June 8, 2023. All PAGA Members shall

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<sup>1</sup> "Delta Releasees" means Delta and each of its past, present, and/or future, direct and/or indirect, officers, directors, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, members, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, and/or assigns, in their personal, individual, official, and/or corporate capacities.

be bound by the release as to any Released PAGA claims even if they have opted out of the Settlement Class.

## **HOW TO GET A SETTLEMENT PAYMENT**

### **6. How do I get a settlement payment?**

If the Settlement receives final approval by the Court, and you do not opt out, you will be mailed a check for your Class Settlement Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you are a PAGA Member, you will be mailed a check for your share of the PAGA Group Payment even if you opted out of the class Settlement.

### **7. When will I get my check?**

The Court has scheduled a Final Approval Hearing on October 6, 2023 at 9:00a.m. If the Court approves the Settlement, and there are no appeals, the Settlement Administrator will mail you your payment approximately one month after that. If there are any appeals of the approval order, your payment may be delayed until all appeals are resolved and the settlement becomes effective.

You will only have 180 days from the date the check is issued to cash it. After 180 calendar days from the date of mailing, the checks shall become null and void. Within 30 days after that, any uncashed amounts from your settlement check will be sent to the Controller of the State of California as Unclaimed Property to be held in your name.

### **8. What if I lose my settlement check?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void you should consult the Unclaimed Property Fund at the California Controller's Office for instructions on how to retrieve the funds

### **9. What if I change my address?**

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **10. How do I ask the Court to exclude me from the Settlement Class?**

You may only request exclusion from the class action portion of the settlement. You may not opt out of the PAGA portion of the settlement.

Class Members who wish to "opt out" of and be excluded from the class action settlement must submit to the Settlement Administrator a written Request for Exclusion that must be post-marked no later than **September 6, 2023**. The Request for Exclusion must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you

desire to exclude yourself from the class action settlement.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Delta. If you are a PAGA Member, you will still receive a check with your share of the PAGA Group Payment allocated to settle PAGA Members' claims for civil penalties and you will be bound by the release as to the Released PAGA Claims.

Requests for Exclusion that do not include all required information or that are not timely submitted are ineffective. If you do not submit a valid and timely Request for Exclusion on or before **September 6, 2023**, and if the Court grants final approval of the settlement, you will be bound by the Settlement and its releases of the Released Class Claims and you will be considered a Settlement Class Member for settlement distribution purposes.

#### **11. If I don't exclude myself, can I sue later?**

No. Unless you exclude yourself from the non-PAGA portion of the Settlement, you will be bound by all the terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and you will be prevented from suing Delta Releasees or participating in any other litigation or class action relating to the matters being settled in this Action, if the Court grants final approval of the settlement. Regardless of whether you exclude yourself from the non-PAGA portion of the Settlement, if you are a PAGA Member, you will be bound by the Released PAGA Claims and you will be prevented from suing Delta Releasees or participating in any other litigation or representative action relating to the Released PAGA Claims.

### **THE LAWYERS REPRESENTING YOU**

#### **12. Do I have a lawyer in this case?**

Yes. The Court has decided that the following lawyers are qualified to represent you and all Class Members for purposes of this Settlement. This means they have been appointed to serve as Class Counsel and represent the Class Members. You will not be charged for the work performed by Class Counsel. Class Counsel's contact information is as follows:

Grant Savoy  
SOLOUKI SAVOY, LLP  
316 W. 2nd Street, Suite 1200  
Los Angeles, CA 90012  
Tel: (213) 814-4940  
Fax: (213) 814-2550  
[grant@soloukisavoy.com](mailto:grant@soloukisavoy.com)

#### **13. How will the costs of the lawsuit and the settlement be paid?**

You will not be charged for any costs. The lawyers will request the Court award their fees and reimburse their advancement of litigation expenses, from the Maximum Settlement Amount. Subject to court approval, Class Counsel will ask the Court to award attorneys' fees to

compensate them for the work performed for the benefit of the Class up to 1/3 of the Maximum Settlement Amount. Class Counsel also will ask the Court to reimburse litigation costs up to \$20,000.

In addition, and subject to Court approval, Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$10,000 for Plaintiff for his work and effort in prosecuting this case, for undertaking the risks of payment of costs (in the event the outcome of this Action was not favorable) and a general release of all claims.

The Court may award less than these amounts. If lesser amounts are awarded, those unawarded amounts may be added to the Net Settlement Amount for distribution to Settlement Class Members.

## **OBJECTING TO THE SETTLEMENT**

### **14. How do I object to the Settlement?**

You may object only as to the class action portion of the settlement and only if you do not submit a Request for Exclusion (“opt out”) from the settlement. If you do not wish to opt out of the settlement but disagree with any portion of the class action settlement terms, you have the right to file an objection. If you opt out of the class action settlement, you will be ineligible to object to any aspect of the settlement.

You may not object to the PAGA portion of the settlement under any circumstances, whether or not you have opted out of the class action settlement. This means that if you qualify as a PAGA Member, you automatically will be bound by the PAGA portion of the settlement if the Court grants final approval of the settlement.

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than **September 6, 2023**. Your written objection must: (a) contain your name, address, telephone number, and the last four digits of your Social Security number; (b) state the case name and number: *Gurzenski v. Delta Air Lines, Inc.*, Case No. 21STCV19287; (c) state the specific reason for your objection including any legal support; (d) state whether you or someone on your behalf intends to appear at the final approval hearing; and (e) contain your signature.

If you do not object in the manner described above, you will not be foreclosed from having your objections heard at the Final Approval Hearing. If you fail to send a timely written objection or appear at the Final Approval Hearing to have your objections heard, then you shall be deemed to have waived any objections to the proposed Settlement, including its fairness or adequacy, the payment of attorneys’ fees or litigation costs to Class Counsel, the Service Enhancement award to Plaintiff, and any and all other aspects of the Settlement.

### **15. What’s the difference between objecting and asking to be excluded?**

You cannot both exclude yourself and object. You can do one or the other, or neither. Objecting is simply telling the Court you do not like something about the Settlement. You can object to the



class action portion of the settlement only if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the class action settlement no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you do not have to attend.

#### **16. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on October 6, 2023 at 9:00a.m. in Department 6 at the Los Angeles Superior Court of California, Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. There is no time limit for the Court to make its decision.

**Note: The Court may change the date of the final approval hearing without further notice to the Settlement Class.** Any Class Member who returns a written objection letter will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

#### **17. Do I have to come to the hearing?**

No. Counsel for the parties will answer any questions the judge may have. You may attend the hearing and you may ask to speak, but you do not have to attend.

If you submit an objection, you do not have to come to Court to talk about it, but you can come if you wish. As long as you mailed a valid objection on time, the Court will consider it. You also may hire and pay another lawyer besides Class Counsel to attend, but it is not required. Class Counsel will not represent you in connection with any objection you submitted.

### **IF YOU DO NOTHING**

#### **18. What happens if I do nothing at all?**

If you do nothing, you automatically will receive your Class Settlement Payment from the Net Settlement Amount after the Court has granted final approval as well as your share of the PAGA Group Payment if you are a PAGA Member. If you never cash your settlement check(s), you nevertheless will be bound by all the terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and, if you are a PAGA Member, the waiver and release of all Released PAGA Claims relating to the Action as set forth above.

## GETTING MORE INFORMATION

### 19. How do I get more information?

This Notice summarizes the Settlement. This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

You may visit the Settlement Administrator's website at [admin website] where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Class Counsel or Counsel for Delta for information about this lawsuit.

Write or email Class Counsel at:

Grant Savoy  
SOLOUKI SAVOY, LLP  
316 W. 2nd Street, Suite 1200  
Los Angeles, CA 90012  
Tel: (213) 814-4940  
Fax: (213) 814-2550  
grant@soloukisavoy.com

Write or email Counsel for Delta at:

Carrie A. Gonell  
Morgan, Lewis & Bockius LLP  
600 Anton Boulevard, Suite 1800  
Costa Mesa, CA 92626  
Tel: (714) 830.0600  
Fax: (714) 830.0700  
carrie.gonell@morganlewis.com

You may also contact the Settlement Administrator at

[Settlement Administrator]  
[insert info]

**Do not call, write, or otherwise contact the Court or the Court Clerk's Office to ask about this settlement process.**

## **PROOF OF SERVICE**

I am a resident of the State of California, over eighteen years of age, and not a party to this action. My business address is 316 W. 2<sup>nd</sup> Street, Suite 1200, Los Angeles, CA 90012.

On, June 7, 2023, I served the following documents:

**1) REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT**

- BY FAX: by transmitting via facsimile the document(s) listed above to the following fax number(s) listed below.
- BY ELECTRONIC SERVICE: I caused the documents to be sent to the persons at the email addressed listed below via CASEANYWHERE, as ordered by the court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- BY PERSONAL DELIVERY: by causing personal delivery (by hand) of the documents listed above to the person(s) at the address set forth below.
- BY MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, CA, addressed as set forth below.
- BY MAIL: I am “readily familiar” with the office’s practice of collection and processing of correspondence for mailing. It is deposited in a sealed envelope with the U.S. Postal Service on that same day with postage thereon fully prepaid, at Los Angeles, CA, in the ordinary course of business, addressed as set forth below.

**[SEE ATTACHED SERVICE LIST]**

I certify (or declare), under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Executed on June 7, 2023, at Los Angeles, California.

Glory Parada



**SERVICE LIST**  
**ZACHARY GURZENSKI v. DELTA AIR LINES, INC.,**  
*Case No.: 21STCV19287*

Nicole L. Antonopoulos, Esq. Carrie A. Gonell, Esq. Andrew P. Frederick, Esq. <b>Morgan, Lewis &amp; Bockius LLP</b> One Market, Spear Street Tower San Francisco, CA 94105 Direct: +1.415.442.1305 Fax: +1.415.442.1001	<i>Attorney for Defendants, DELTA AIR LINES, INC.,</i>