

**JOINT STIPULATION OF CLASS ACTION AND REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action and Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Zachary Gurzenski (“Plaintiff”), individually and on behalf of other members of the general public similarly situated and as a proxy of the State of California and the California Labor and Workforce Development Agency (“LWDA”) on behalf of all other allegedly aggrieved employees, and Defendant Delta Air Lines, Inc. (“Delta”) (collectively, the “Parties”), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and accurately sets forth the Parties’ class action and representative action settlement to resolve all claims as detailed below.

I. DEFINITIONS

1. “Action” means the lawsuit entitled *Zachary Gurzenski v. Delta Air Lines, Inc.*, Case No. 21STCV19287, filed in the Los Angeles County Superior Court.
2. “Claims Period” shall mean the period of sixty (60) days following the mailing of the Class Notice by the Settlement Administrator. If the 60th day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday.
3. “Class Counsel” or “Plaintiff’s Counsel” means Solouki Savoy, LLP.
4. “Class Members” means all persons employed by Delta as non-exempt employees working in Department 120 at the Los Angeles International Airport (“LAX”) in California at any time from July 1, 2017, through the Preliminary Approval Date.
5. “Class Notice” or “Notice of Settlement” shall mean the document attached hereto as Exhibit A.
6. “Class Representative,” “Plaintiff,” or “Named Plaintiff” means Plaintiff Zachary Gurzenski, who has been designated by Plaintiff’s Counsel as the Class Representative for settlement purposes.
7. “Class Settlement Payment” is the allocation from the Net Settlement Amount paid to

Settlement Class Members and does not include the PAGA Group Payment to PAGA Members.

8. “Complaint” means the First Amended Complaint filed on or about December 7, 2022, via Stipulation and Court Order to Allow Plaintiff to File First Amended Complaint.

9. “Court” means the Los Angeles County Superior Court.

10. “Covered Class Workweeks” means workweeks between July 1, 2017 and the Preliminary Approval Date, in which a Class Member worked for Delta as a non-exempt employee working in Department 120 at LAX in California.

11. “Covered PAGA Pay Periods” means pay periods between March 16, 2020 and the Preliminary Approval Date, in which a Class Member worked for Delta as a non-exempt employee working in Department 120 at LAX in California.

12. “Deficient Request for Exclusion” means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member.

13. “Delta” means Defendant Delta Air Lines, Inc.

14. “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.

15. “Delta’s Counsel” means Morgan, Lewis & Bockius LLP.

16. “Effective Date” means that date on which the settlement embodied in this Settlement Agreement shall become effective after all of the following events have occurred: (i) Final Approval of the Settlement is granted by the Court; and (ii) the Court’s order approving the Settlement becomes a Final Judgment.

17. “Final Approval” means the date on which the Court enters the Final Approval Order.

18. “Final Approval Hearing” means the hearing to be scheduled by the Court after granting preliminary approval of the Settlement.

19. “Final Approval Order” means the Court’s order approving the Settlement after the Final

Approval Hearing and entering judgment.

20. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal of the Final Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Final Approval Order.

21. “Late Request for Exclusion” means a Request for Exclusion that is submitted to the Settlement Administrator after the end of the Claims Period.

22. “LWDA” means the California Labor and Workforce Development Agency.

23. “LWDA PAGA Penalty Amount” is the 75% share of the \$25,000 (or \$18,750) allocated from the Maximum Settlement Amount for PAGA penalties that will be paid to the LWDA.

24. “Maximum Settlement Amount” is the sum of Two Hundred Thousand U.S. Dollars (\$200,000), which represents the maximum amount payable in this Settlement by Delta, and includes all attorneys’ fees, litigation costs, the Settlement Administration Expenses, the Service Enhancement award to the Plaintiff, and all settlement payments to the LWDA and the Class and PAGA Members.

25. “Net Settlement Amount” is the portion of the Maximum Settlement Amount eligible for distribution to Settlement Class Members. It equals the Maximum Settlement amount less Class Counsel’s attorneys’ fees and actual litigation costs as ordered to be paid by this Court, the Settlement Administration Expenses, the LWDA PAGA Penalty Amount, the PAGA Group Payment, and the Service Enhancement to the Class Representative.

26. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

27. “PAGA Group Payment” is the 25% share of the \$25,000 (or \$6,250) allocated from the Maximum Settlement Amount for PAGA penalties that will be paid to PAGA Members.

28. “PAGA Members” means all persons employed by Delta as non-exempt employees working in Department 120 at LAX in California at any time from March 16, 2020, through the Preliminary Approval Date.

29. “Parties” means collectively Plaintiff and Delta herein.

30. “Preliminary Approval Date” means the date the Court approves this Stipulation of Settlement, and the exhibits thereto, and enters an Order providing for notice to the Class, an opportunity to opt-out of the Class, an opportunity to submit timely objections to the non-PAGA portion of the settlement, and setting a hearing for Final Approval of the Settlement, including approval of attorneys’ fees and costs.

31. “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”) created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

32. “Released Class Claims” means any and all claims, obligations, demands, rights, causes of action, and liabilities against Delta, whether in law or equity, that have been asserted or that reasonably could have been asserted in the First Amended Complaint, 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 Class Claims include, but are not limited to, 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 the Preliminary Approval Date.

33. “Released PAGA Claims” means any and all 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 the Preliminary Approval Date.

34. "Request for Exclusion" means a signed request from a Class Member to be excluded from the non-PAGA portion of this Settlement.

35. "Service Enhancement" means the incentive payment in an amount not to exceed \$10,000 total to the Class Representative.

36. "Settlement Administration Expenses" are those expenses incurred by the Settlement Administrator in effectuating the Settlement, currently estimated to be \$11,500.00, and in no event will exceed \$15,000.

37. "Settlement Administrator" means Phoenix Settlement Administrators.

38. "Settlement Class Member" means any Class Member who does not opt out of the settlement or who opts out but subsequently rescinds the opt-out in a timely manner.

39. "Stipulation of Settlement" and "Settlement Agreement" shall mean this Joint Stipulation of Class Action and Representative Action Settlement and Release.

II. LITIGATION BACKGROUND

40. On or about January 26, 2021, Plaintiff submitted a written notice to the LWDA which stated that Plaintiff intended to seek civil penalties against Delta for various violations of the California Labor Code and Industrial Welfare Commission ("IWC") Wage Orders. The LWDA did not respond to the LWDA Letter and did not notify Plaintiff or Delta that it intended to investigate Plaintiff's allegations.

41. On May 20, 2021, Plaintiff filed his Complaint against Delta in the Los Angeles County Superior Court.

42. On or about November 15, 2022, Plaintiff submitted an amended written notice to the LWDA alleging Labor Code violations for failure to reimburse business expenses ("the LWDA Notice"). The LWDA did not respond to the LWDA Letter and did not notify Plaintiff or Delta that it intended to

investigate Plaintiff's allegations.

43. On December 7, 2022, the Parties requested leave from the Court for Plaintiff to file the First Amended Complaint, which was GRANTED by the Court on or about December 7, 2022. The First Amended Complaint was deemed filed as of the date the Court GRANTED the Parties Stipulation, as set forth in Section IV.D. The First Amended Complaint asserts class and representative action claims under California law for (1) failure to pay or reimburse business expenses, (2) failure to pay final wages, (3) unfair and unlawful business practices, and (4) civil penalties under the PAGA.

44. Delta denies Plaintiff's claims and asserts that Delta has complied with all applicable employment laws. Consequently, Delta does not believe that any liability to Plaintiff, the State of California or the LWDA, or to any other individual whom Plaintiff seeks to represent exists, or that Plaintiff, the State of California or the LWDA, or any other any other individual whom Plaintiff seeks to represent are entitled to any recovery in the Action.

45. On September 27, 2022, the Parties participated in a mediation with experienced mediator Steve Pearl, Esq. Through arm's-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

46. Neither this Settlement, nor any final judgment pursuant to this Settlement, will constitute an admission of any form of wrongdoing or liability on the part of Delta or the accuracy of any allegation raised in the Action. This Settlement is entered into in compromise of disputed claims. Plaintiff and Delta intend, by their actions pursuant to this Settlement, merely to avoid the expense, delay, uncertainty, and burden of litigation. This Settlement and any related court documents or orders may not be cited or otherwise admitted as evidence of liability. There has been no final determination by any Court as to the merits of the Action.

47. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the claims averred in the Action by the Plaintiff individually, on behalf of the Class Members, and as the authorized proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the

Delta Releasees.

III. JURISDICTION AND VENUE

48. This Court has jurisdiction over the Parties and the subject matter of this Settlement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

49. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Non-Admission of Liability

50. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Delta Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person, and the Delta Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person. Delta also maintains that, for any purpose other than settlement, the claims alleged in the Action are not suitable or appropriate for class and/or representative action treatment or manageable pursuant to California Code of Civil Procedure Section 382, California Labor Code § 2698 *et seq.*, or any other applicable laws or rule(s). Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Action. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Action or elsewhere. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff against Delta.

B. Certification

51. The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph 4 above as to all claims asserted in the First Amended Complaint pursuant to state law. If for any reason the Court does not approve this Settlement, fails to enter the Final Approval Order,

or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement and Stipulation is lawfully terminated for any other reason, Delta shall retain the absolute right to dispute the propriety of class certification and/or the ability of this action to proceed as a representative action on all applicable grounds.

52. The Parties further stipulate that, for settlement purposes only, Plaintiff's Counsel may be appointed Class Counsel and that Named Plaintiff may be appointed as Class Representative. Delta's stipulation to this settlement class shall in no way be considered any form of waiver of any form of alternative dispute resolution. Delta's stipulation to this settlement class shall not be construed as an admission or acknowledgment of any kind that any class should be certified or given class action treatment. The Settlement Class may be provisionally certified as a class action for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiff's Counsel may be preliminarily and conditionally appointed as Class Counsel.

C. Non-Approval By The Court

53. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality provisions in Section XII and the non-admission provisions in Paragraph 50;
- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (c) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims; and
- (d) Delta does not waive, and instead expressly reserves its rights to challenge the propriety of the Action proceeding as a class and/or representative action.

D. First Amended Complaint

54. The First Amended Complaint, which added a claim for civil penalties under the PAGA and allegations comporting with the scope of the Released Class Claims, was filed by the Parties via Stipulation and subsequent Court order on or about December 7, 2022.

E. Settlement Payments

55. Delta agrees to pay a Maximum Settlement Amount of Two Hundred Thousand Dollars (\$200,000), inclusive of (a) all settlement payments to Class Members; (b) all PAGA penalty settlement payments to the LWDA and PAGA Members; (c) any award of attorneys' fees and out-of-pocket litigation costs and expenses to Plaintiff's Counsel; and (d) any award of a Service Enhancement. The parties specifically agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- (a) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court attorneys' fees up to 1/3 of the Maximum Settlement Amount, and actual litigation costs and expenses up to \$20,000. Delta will not oppose Plaintiff's application up to these amounts so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.
- (b) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court a Service Enhancement award to Plaintiff not to exceed \$10,000, which Delta will not oppose so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.
- (c) From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount currently estimated at \$11,500.
- (d) From the Maximum Settlement Amount, a payment of \$18,750 to the LWDA (the LWDA PAGA Penalty Amount), representing the LWDA's 75% share of the settlement attributable to PAGA penalties.
- (e) From the Maximum Settlement Amount, a payment of \$6,250 to be allocated among PAGA Members based on PAGA Members' eligible employee service

time for Covered PAGA Pay Periods, as reflected on Delta' internal records (the PAGA Group Payment). Individual PAGA Group Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the total PAGA Group Payment amount.

- (f) From the Net Settlement Amount (*i.e.*, the remainder of the Maximum Settlement Amount, including interest accruing to it, after payments have been made for attorneys' fees and litigation expenses, the Service Enhancement, the Settlement Administration Expenses, the LWDA PAGA Penalty Amount, and the PAGA Group Payment), Class Settlement Payments will be calculated based on Class Members' eligible employee service time for Covered Class Workweeks, as reflected on Delta's internal records. Individual Class Settlement Payments will be calculated as follows: the numerator shall be the number of the Class Member's individual Covered Class Workweeks; the denominator shall be the total Covered Class Workweeks for all Class Members; this fraction shall be multiplied by the Net Settlement Amount.
- (g) If the Court approves a lesser amount of attorneys' fees and litigation costs or the Service Enhancement, than the amount sought by Plaintiff and Plaintiff's Counsel, any amount disallowed by the Court will be added to the Net Settlement Amount to be distributed in pro rata shares to the Settlement Class Members. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's Counsel's petition for attorneys' fees and litigation costs or the amount of any Service Enhancement awards. Plaintiff's Counsel agrees not to appeal any reduction in the award of attorney's fees, litigation costs, and/or the Service

Enhancement awards.

- (h) The Settlement Administrator will disburse monies from the Maximum Settlement Amount as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.
- (i) The Settlement Administrator will issue settlement checks to the Settlement Class Members, PAGA Members, and the LWDA under this Settlement Agreement, as well as the Service Enhancement to the Plaintiff and attorneys' fees and costs awarded to Plaintiff's Counsel, by sending such payments by mail or other reliable means to the respective recipients as specified below.

F. Objections

56. Only Settlement Class Members who do not opt-out may object to the non-PAGA portion of the Settlement. Class Members who opt-out of the Settlement and PAGA Members are not eligible to object. All objections must be sent no later than sixty (60) days after the mailing of the Class Notice, and such deadline applies notwithstanding any argument regarding non-receipt of the notice. Failure to send timely written objections in this manner will not foreclose a Class Members' right to have their objection heard at the Final Approval Hearing. A Class Member that fails to send a timely written objection, or appear at the Final Approval Hearing to have their objection heard, shall be deemed to have waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order issued by the Court. The Parties may file a response to any objections submitted by objecting Class Members at or prior to the Final Approval Hearing. Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court.

G. Opt-Outs

57. Class Members who wish to "opt out" of and be excluded from the non-PAGA portion of this settlement must submit a written Request for Exclusion from the Settlement bearing a post-mark

from a date within the Claims Period. Class Members are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion and will receive a check with his or her individual payment from the PAGA Group Payment. The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the last four digits of the Class Member's social security number. If a Class Member submits a Deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Claims Period or five (5) business days after the close of the Claims Period if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Claims Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members submitting untimely or Deficient Requests for Exclusion shall be bound by the Settlement and its releases and will be considered Settlement Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Requests for Exclusion without the written authorization of Delta.

H. Released Class Claims

58. Upon Delta's transfer of the Maximum Settlement Amount, each Class Member who has not opted out of the Settlement and the Class Representative shall be deemed to have fully, finally, and forever released Delta Releasees from all Released Class Claims as set forth in Section VII. Plaintiff, in conjunction with his requesting his Enhancement, also will enter into the General Release as set forth in Section VII.B. All Settlement Class Members shall be bound by the release, unless they formally opt-out.

I. Released PAGA Claims

59. Upon Delta's transfer of the Maximum Settlement Amount, Plaintiff individually, and the State of California, the LWDA, and all PAGA Members, through Plaintiff acting as the proxy and agent for the State of California and the LWDA and as a Private Attorney General acting on behalf of all allegedly aggrieved current and former employees of Delta, will be deemed to have fully, finally, and

forever released the Delta Releasees from all Released PAGA Claims as set forth in Section VII. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have formally opted out of the Settlement Class.

J. Entry of Judgment

60. At the Final Approval Hearing, the Parties will request that the Court, among other things: (a) finally certify the Settlement Class for purposes of settlement only; (b) enter a Final Approval Order in accordance with the terms of this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable, and binding on all Settlement Class Members; and (d) enter an order and final judgment as to all claims released by this Settlement Agreement.

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

61. The Settlement Administrator will create a Qualified Settlement Fund (“QSF”), to be funded by the Maximum Settlement Amount paid by Delta and administered by the Settlement Administrator. The Settlement Administrator shall have control over the distribution of funds from the QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Final Approval Order and Judgment or if the Effective Date does not occur, Delta shall not be obligated to wire the aforementioned funds.

62. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Maximum Settlement Amount will cover: (a) calculating each Class Member’s potential recovery of the Net Settlement Amount and the PAGA Group Payment; (b) preparing and

mailing to all Class Members the Class Notice with estimated individual Class Settlement Payment and PAGA Group Payment amounts, and instructions on how to opt out of or object to the non-PAGA portion of the Settlement, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel and Delta's Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and Delta's Counsel a weekly report of activity; (e) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members; (f) establishing an internet website to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment; (g) determining and paying the final amounts due to be paid to Settlement Class Members and PAGA Members after adjustment for funds due to Class Members who opt out of the settlement; (h) reporting to Class Counsel, Delta's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (i) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

63. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

64. When and if the Court grants Final Approval of the Settlement, and the Settlement Effective Date as defined herein has passed, the Settlement Administrator shall prepare a final list of all Settlement Class Members and PAGA Members. The Settlement Administrator shall provide this list and a report listing the amounts of all payments to be made under the Settlement Agreement, including all payments to each Settlement Class Member and PAGA Member, to Delta's counsel within 7 days after

the Settlement Effective Date. For each Settlement Class Member and PAGA Member on this list, the Settlement Administrator will re-calculate the amounts due to each Settlement Class Member and PAGA Member and issue checks payable to said Settlement Class Members and PAGA Members.

65. Because the Class Settlement Payments and PAGA Group Payments are payment in compromise and settlement of a claim for alleged penalties, interests, and other non-wage damages, these payments will be treated as non-wage income with no tax withholdings to be made, and will be reported, if required by applicable tax laws, by the Settlement Administrator on IRS Form 1099s to the respective Settlement Class Members and applicable governmental authorities. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel and applicable governmental authorities for the payment of attorneys' fees and costs in the amount approved by the Court. Plaintiff and Plaintiff's Counsel each agree to hold Delta harmless from and against any damage or penalty incurred by Delta as a result of any taxing authority assessing any tax or penalty upon Delta as a consequence of any tax being due and unpaid on each of their portions of the Maximum Settlement Amount.

66. Because the Service Enhancement represents payment to the Class Representative for service in this Action, payroll taxes will not be withheld from the Service Payment. The Settlement Administrator will report the Service Enhancement on a Form 1099, and any other required tax forms, and will provide the form(s) to the Class Representative and to the pertinent taxing authorities as required by law. The Class Representative assumes full responsibility for paying all taxes, federal and state, if any, due as a result of the Service Payment and agrees to indemnify Delta for any such taxes owed by them.

67. Each Party to this Settlement Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, 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 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement

Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure.

68. After all payments have been disbursed from the QSF, the Settlement Administrator shall dissolve the QSF and file a return (SF-1120) with the IRS.

B. Notice to Class Members

69. Within thirty (30) days after the Preliminary Approval Date, Delta shall provide to the Settlement Administrator information in electronic format regarding all Class Members, including name(s), last known residence addresses, Social Security numbers, and dates worked for Covered Class Workweeks. Class Member data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Member data will be subject to the Settlement Administrator's confidentiality agreement and shall not be disclosed to the Named Plaintiff, Class Counsel, or any other Class Members without the written consent of Delta, except that Delta will authorize the Settlement Administrator on a case-by-case basis to provide to Plaintiff's Counsel information necessary to field any questions or address any challenges raised by a specific Class Member.

70. Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate Class Members and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use all appropriate tracing methods, including skip tracing, to ensure that the Class Notice is received by Class Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Class

Member whose Class Notice is returned as undeliverable.

71. Within fourteen (14) days of receiving the Class Member data from Delta and after it has completed all of the address updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class Members. At least five (5) business days prior to this mailing, the Settlement Administrator shall provide Delta with a report listing the estimated settlement payment amounts to each Class Member.

72. Class Members shall have sixty (60) days from the date of mailing of the Class Notice to opt out of the Class or object to the Settlement. If the 60th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. After recalculating estimated settlement allocations to account for opt-outs, Settlement Class Members and PAGA Members will receive their allocation from the settlement fund agreed upon pursuant to this Settlement Agreement and calculated by the Settlement Administrator.

73. All Settlement Administration Expenses shall come out of the Maximum Settlement Amount.

VI. CALCULATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS

A. Calculation of Settlement Amounts

74. The Settlement Administrator shall calculate pro rata Class Settlement Payments out of the Net Settlement Amount to Class Members as described in Paragraph 55 of this Agreement, and based on Delta's internal records. The Settlement Administrator also shall calculate pro rata individual PAGA Group Payments to PAGA Members as described in Paragraph 55 of this Agreement, and based on Delta's internal records.

75. In addition, Delta, through the Settlement Administrator, shall also make a payment to the California LWDA for the LWDA PAGA Penalty Amount as consideration for the release of all PAGA claims that are the subject of the Action on behalf of the State of California.

B. Eligibility for Settlement Payments

76. Class Members who have not opted out of the settlement will be considered Settlement Class Members eligible to receive a Class Settlement Payment. Only Settlement Class Members will be

eligible to receive a Class Settlement Payment.

77. Each Class Notice mailed to a Class Member will identify his or her dates of employment for the Covered Class Workweeks and Covered PAGA Pay Periods that Delta's records indicate the individual worked as a Class Member and PAGA Member, and will estimate each Class Member's pro rata share of the Net Settlement Amount including their share of the PAGA Group Payment as PAGA Members.

78. Settlement Class Members will have the right to challenge only their dates of employment for the Covered Class Workweeks or for the Covered PAGA Pay Periods as shown on the Class Notice. Settlement Class Members' challenges to their dates of employment for the Covered Class Workweeks or for the Covered PAGA Pay Periods listed on the Class Notice shall be sent directly to the Settlement Administrator at the address indicated on the Class Notice. Any challenge must be made during the Claims Period. The Settlement Administrator will inform Class Counsel and Delta's Counsel in writing of any timely filed challenges. Delta's records are presumed to be accurate unless the Settlement Class Member submits documentation demonstrating otherwise, *i.e.*, a Settlement Class Member who fails to provide written proof will have his or her challenge denied. In the event of any dispute over an individual's workweeks, Delta's Counsel will investigate the challenge and determine whether any additional workweeks should be credited to the Settlement Class Member making the challenge. Delta will decide whether the Settlement Class Member's challenge shall be accepted. Delta's decision is final and binding without a right of appeal.

79. The Settlement Administrator shall (a) date stamp all original Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Delta's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Final Approval Hearing; and (c) provide a declaration attaching as exhibits the date-stamped Requests for Exclusion received to be filed with the Court pursuant to Paragraph 100.

80. The Settlement Administrator shall also (a) date stamp all original rescissions of Requests for Exclusion it receives; (b) serve copies on Class Counsel and Delta's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Court's Final Approval

Hearing; and (c) provide a declaration attaching as exhibits the date-stamped recissions of Requests for Exclusion received to be filed with the Court pursuant to Paragraph 100.

81. The Settlement Administrator shall be responsible for issuing and mailing the checks and any necessary tax reporting forms to Settlement Class Members and/or PAGA Members, the Class Representative, Class Counsel, and Delta. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

C. Process and Deadlines

82. Within seven (7) days after the Effective Date, the Settlement Administrator shall make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members. Upon completion of its final calculation of payments, the Settlement Administrator shall provide Delta's Counsel with a report listing the amount of all Class Settlement Payments to be made to each Settlement Class Member and all payments out of the PAGA Group Payment to be made to each Settlement Class Member and/or PAGA Member.

83. Within 14 days after the Effective Date, Delta will provide payment of the Maximum Settlement Amount to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator.

84. Within 30 days after the Effective Date, the Settlement Administrator shall distribute and pay Class Settlement Payment checks to all Settlement Class Members, pay the Class Representative his Service Enhancement payment, issue a check to the LWDA for the LWDA PAGA Penalty Amount, issue checks to the PAGA Members for their individual PAGA Group Payments, and pay Class Counsel's attorneys' fees and costs.

D. Uncashed Settlement Checks

85. Settlement Class Members who are sent Class Settlement Payments and PAGA Members who are sent PAGA Group Payments will have 180 calendar days after mailing by the Settlement Administrator to cash settlement checks and will be so advised of such deadline. If such

Settlement Class Members and/or PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Within thirty (30) days after the expiration date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Delta's Counsel a verification/declaration signed under penalty of perjury that it has mailed the settlement checks to Settlement Class Members and/or PAGA Members, and if uncashed, that such amounts have been sent to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

VII. RELEASE OF CLAIMS

A. Release by Plaintiff, Settlement Class Members, PAGA Members, and the LWDA

86. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Class Claims as defined in Paragraph 32 and Released PAGA Claims as defined in Paragraph 33. Upon the Effective Date, Plaintiff, the LWDA, and each and every Settlement Class Member and PAGA Member will be bound by the terms of this Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder.

87. Plaintiff agrees that this Settlement Agreement is further conditioned upon his individual covenant not to participate in any further proceedings seeking damages, penalties, or other remedies for any Released Class Claims or Released PAGA Claims. Plaintiff agrees that the Settlement is fair and reasonable and will participate in the settlement. Plaintiff agrees not to opt out of or object to the settlement. Plaintiff agrees that this settlement fully and finally resolves all claims that were pled or could have been pled based on the final allegations contained in the operative complaint or any amendments thereto.

B. General Release by Plaintiff

88. For and in accepting the consideration of the Service Enhancement awarded, Plaintiff further will make a general release (the "General Release") on behalf of himself and his heirs, executors, administrators, representatives, successors and assigns, of the Delta Releasees, to the full extent permitted by law, of and from any and all claims, obligations, demands, actions, rights, causes of action, and

liabilities against the Delta Releasees (as defined in Paragraph 14), whether or not acting in the course and scope of employment, and all persons acting by, through, under, or in concert with any of them, of any and every kind, nature and character whatsoever, known or unknown, suspected or unsuspected, whether based on a tort, contract, statute, or any other theory of recovery, and whether for compensatory or punitive damages which Plaintiff had at any time heretofore or claimed to have or which Plaintiff may have or claims to have regarding events that have occurred relating to any work performed for the Delta Releasees as of the Preliminary Approval Date. This includes all of Plaintiff's claims against the Delta Releasees related to or arising out of Plaintiff's employment with the Delta Releasees, and/or the cessation of employment or purported employment therefrom. These claims expressly include, but are not limited to, those arising under the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), the Employee Retirement Income Security Act (29 U.S.C. § 1000, *et seq.*), the Family and Medical Leave Act, the Fair Labor Standards Act ("FLSA") (29 U.S.C. §§ 201 *et seq.*), the Lily Ledbetter Act, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*), the California Family Rights Act, California Equal Pay Law, California Whistleblower Protection Laws, California Pregnancy Disability Leave Law, the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*), and any and all claims related to the following: unpaid wages; unpaid overtime; failure to pay all compensation on termination of employment; missed meal periods; missed rest periods; reimbursement of expenses; inaccurate wage statements; deductions and/or chargebacks from wages; any alleged violations of the California Labor Code; any alleged violations of applicable federal law including, but not limited to, the FLSA; any alleged violation of and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* ("PAGA"); any and all claims for relief under California Business and Professions Code section 17200 *et seq.*, including any and all claims for injunctive relief; and any and all other claims for relief, including any associated prayers for compensatory damages, indemnification, injunctive relief, punitive damages, liquidated damages, penalties, interest, attorneys' fees or costs; any claims arising under the California Constitution; and any of Plaintiff's claims or allegations that Delta

Releasees deprived Plaintiff of any pay or other benefits or legal protections to which Plaintiff alleges Plaintiff is or was entitled. The Plaintiff and Delta Releasees intend for this definition to be all encompassing and to act as a full and total release of any of Plaintiff's claims that Plaintiff may legally waive or release against Delta Releasees arising from any work Plaintiff performed for Delta Releasees, whether specifically enumerated herein or not, that the Plaintiff might have or had, that exists or ever has existed on or to the Preliminary Approval Date. Plaintiff's General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Delta Releasees to the maximum extent permitted by law. Plaintiff's General Release, however, shall not constitute a release of any claims that may not lawfully be waived; further, Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC") or the National Mediation Board ("NMB"), subject to the confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any way restrict his ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further, Plaintiff does not waive any rights with respect to, or release Delta Releasees from, any claims for unemployment insurance.

89. Thus, for the purpose of implementing a full and complete release and discharge of the Delta Releasees, Plaintiff expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution hereof, and that this General Release contemplates the extinguishment of any such claim or claims.

90. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that Plaintiff or his attorneys may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against the Delta Releasees at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Delta

Releasees or the cessation of that employment. Plaintiff and Delta further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

91. It is further understood and agreed that as a condition of this General Release, and to effect a full and complete general release as described above, Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff warrants that he has read this Agreement, including the waiver of California Civil Code section 1542, and that he has consulted with or had the opportunity to consult with counsel of his choosing and specifically about the waiver of section 1542, that he understands this Agreement and the section 1542 waiver, and that he freely and knowingly enters into this Agreement, this General Release, and the section 1542 waiver.

92. Plaintiff further agrees that, unless required to do so by law, he will not testify, provide documents, or otherwise participate, or request others to participate on his behalf, in any proceeding or litigation that is related to any conduct by any Delta Releasee as of the date of this Settlement Agreement. Notwithstanding the foregoing, nothing in this General Release will prohibit or restrict Plaintiff from: (i) providing information to, or otherwise assisting in, an investigation by Congress, the Equal Employment Opportunity Commission or the NLRB, the Securities and Exchange Commission (“SEC”) or any other California or federal regulatory or law enforcement agency or self-regulatory organization (“SRO”); (ii) testifying, participating, or otherwise assisting in a proceeding relating to an alleged violation of any California or federal law relating to fraud or any rule or regulation of the SEC or any SRO; (iii) complying with a lawful subpoena or other legal process, subject to the terms of the Settlement Agreement; or (iv) seeking enforcement of this settlement agreement or approval of its terms.

93. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon both parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, Delta may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Paragraph 104.

94. Plaintiff further covenants that he will not participate in any other legal actions against Delta that involve the claims released by Plaintiff pursuant to the Released Class Claims, the Released PAGA Claims, and Plaintiff's General Release as set forth in this Section VII, unless he is required to do so pursuant to a court order or legal process, and will opt out of further actions upon receiving notice of such actions.

VIII. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

95. Plaintiff's Counsel, subject to Delta's approval, will submit this Settlement Agreement to the Court together with the Motion for Preliminary Approval of Settlement and Certification of Settlement Class. At least five (5) days before submission to the Court, Plaintiff will provide a draft of the Motion for Preliminary Approval and supporting papers to Delta for its review and comment. The motion shall seek an order:

- (a) Preliminarily approving the settlement;
- (b) Approving as to form and content the proposed Class Notice;
- (c) Directing the mailing of the Class Notice to Class Members;
- (d) Preliminarily certifying the Settlement Class for purposes of settlement and preliminarily appointing Named Plaintiff and Plaintiff's Counsel as

representatives of the Settlement Class;

- (e) Preliminarily approving settlement administration services to be provided by the Settlement Administrator;
- (f) Preliminarily approving the Service Enhancement payment to Named Plaintiff as Class Representative;
- (g) Preliminarily approving the application for payment of reasonable attorneys' fees and costs to Plaintiff's Counsel;
- (h) Pending the Final Approval Hearing, enjoining Plaintiff and all Class Members and anyone acting on behalf of any Class Member, until the Class Member opts out, from: further prosecution of the Action; filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class action basis any action, claim or proceeding against Delta in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking certification of a class action that involves any such claims; and
- (i) Scheduling a Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

96. In conjunction with Plaintiff's Motion for Preliminary Approval, Plaintiff's Counsel will submit the proposed Settlement to the LWDA, in accordance with Labor Code § 2699(1)(2).

97. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Delta's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Delta's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

98. Delta shall provide to the Settlement Administrator within 21 days after the Preliminary Approval Date the Class Member data as set forth in Paragraph 69. Delta shall submit this information in electronic format as specified by the Settlement Administrator and shall thereafter, during the notice, approval, opt out, and payment processes, assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact Class Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on Class Members' challenges.

99. The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to opt out of or object to the Settlement, in every way necessary and appropriate to assure effective communication to individual Class Members of information concerning their rights and obligations under this Settlement Agreement.

100. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. Also, Plaintiff's Counsel shall provide the Court at least five days prior to the Final Approval Hearing a declaration by the Settlement Administrator (i) of due diligence and proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement Agreement, (ii) of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts, and (iii) attaching as exhibits all date-stamped Requests for Exclusion and date-stamped rescissions of Requests for Exclusion received from Class Members.

IX. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

101. The Parties will submit a proposed Final Approval Order, which shall include findings and orders:

- (a) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
- (b) Approving the payment of a Service Enhancement to the Named Plaintiff as Class Representative;
- (c) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs;
- (d) Releasing and extinguishing all Released Class Claims and Released PAGA Claims upon Delta's transfer of the Maximum Settlement Amount and any employer's share of payroll taxes thereon to the Settlement Administrator; and
- (e) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders.

102. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- (a) Class Counsel and Delta's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from the Net Settlement Amount and/or PAGA Group Payment and assuring delivery of such payments;
- (b) Class Counsel and Delta's Counsel will assist the Settlement Administrator as needed or requested in responding to late requests for payments and the fair administration of that payment;
- (c) Class Counsel and Delta's Counsel will cooperate with each other and assist the Settlement Administrator as needed;
- (d) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

X. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

103. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court

grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 30 days after the Preliminary Approval Date	Delta to provide the Settlement Administrator the Class Member information, including name(s), last known residence addresses, Social Security numbers, and all employment dates worked in the Covered Class Workweeks.
Within 14 days after receipt of Class Member data from Delta	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
5 business days before mailing Class Notice	Settlement Administrator to provide Delta's Counsel with estimated Class Settlement Payments to each Class Member and PAGA Group Payments to each PAGA Member.
60 days after mailing Class Notice	Deadline for Class Members to opt-out or object.
1 business day before Final Approval Hearing	Last day to rescind objections or opt-outs.
Effective Date	Following entry of the Final Approval Order and Judgment, the latest of the following dates: (a) the date of final affirmance on an appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Approval Order and Judgment (60 days after entry of the Court's Final Approval Order, if no appeals are filed)
Within 7 days after the Effective Date	Settlement Administrator to make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members and provide Delta's Counsel with a report listing the amount of all payments to be made to each Settlement Class Member and PAGA Member.

Within 14 days after the Effective Date	Delta to transfer the Maximum Settlement Amount to the Settlement Administrator to be deposited into the QSF.
Within 30 days after the Effective Date	Settlement Administrator to distribute and pay settlement checks to the LWDA, the Settlement Class Members, and the PAGA Members, pay the Plaintiff his Service Enhancement, and pay Plaintiff's Counsel the attorneys' fees and costs approved and awarded by the Court.
180 days after distribution of settlement checks.	Expiration of Settlement Class Members' and PAGA Members' settlement checks.
30 days after expiration of settlement checks	Settlement Administrator to deposit uncashed checks to California Controller's Unclaimed Property Fund
At least 15 days before any deadline set by the Court	Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Delta.

XI. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

104. Delta has the right to withdraw from the Settlement at any time prior to the Effective Date if: (A) the Settlement is construed in such a fashion that Delta is required to pay more than the Maximum Settlement Amount; (B) the Court does not approve the Settlement; (C) the Court does not certify the Settlement Class, or does not certify a class releasing the Class Claims set forth in this Settlement Agreement, or does not order the release of claims of the PAGA Members agreed to by the Parties, or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement; (D) more than 5% of the Class Members elect to "opt out" of the Settlement Class; or (E) Plaintiff or Plaintiff's counsel breach any term of this Settlement Agreement.

105. If the Settlement Agreement is not finally approved, or Delta withdraws from the Settlement pursuant to paragraph 104, this Settlement Agreement and any related settlement documents (including the Parties' memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XII and the non-admission provisions in Paragraph 50. In such an event, neither this Settlement Agreement, nor the parties' memorandum of understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used

as evidence for any purpose, and Delta will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

106. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XII. CONFIDENTIALITY AND PUBLICITY

107. Names of Class Members will be kept strictly confidential by the Settlement Administrator, who will not release such information to Plaintiff's Counsel and who will only file such information under seal if necessary, except the Settlement Administrator may disclose, in a declaration filed publicly with the Court, the names of Class Members who submitted valid and timely Requests for Exclusion. Plaintiff's Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the purposes of settling the Action only, and may not be used for any purpose or in any other action or proceeding.

108. The Parties and their Counsel agree not to disclose the terms of this settlement until a Motion for Preliminary Approval is filed with the Court, although the Parties may inform the Court that a proposed class settlement has been reached.

XIII. PARTIES' AUTHORITY

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

XIV. MUTUAL FULL COOPERATION

110. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable

after execution of this Settlement Agreement, Plaintiff's Counsel will, with the assistance and cooperation of Delta and Delta's counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

XV. NOTICES

111. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

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

To Delta's Counsel:

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

If the identity of the persons to be notified for any party changes, or their address changes, that party will notify all other parties of said change in writing.

XVI. MISCELLANEOUS PROVISIONS

A. Captions and Titles

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

B. Drafting

113. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

114. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other party.

D. Governing Law

115. The rights and obligations of the parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

116. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Delta. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Delta’s sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Delta’s benefit plan, policy, or bonus program. Delta retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for

purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

117. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of this Action and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements relating to this Action, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

118. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

H. Counterparts and Electronic Signatures

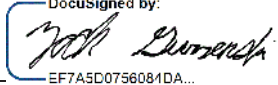
119. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

[Signatures on following page]

READ CAREFULLY BEFORE SIGNING

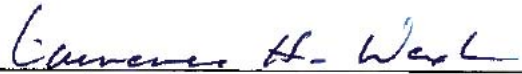
PLAINTIFF ZACHARY GURZENSKI

Dated: 1/19/2023

DocuSigned by:

EF7A5D0756081DA...
Zachary Gurzenski

DEFENDANT DELTA AIR LINES, INC.

Dated: January 5, 2023


Name: Lawrence H. Wexler
Title: Associate General Counsel

APPROVED AS TO FORM

SOLOUKI SAVOY, LLP

Dated: January 17, 2023


Grant Savoy
Attorneys for Plaintiff Zachary Gurzenski

MORGAN, LEWIS & BOCKIUS LLP

Dated: January 17, 2023


Carrie A. Gonell
Attorneys for Defendant Delta Air Lines, Inc.

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 [REDACTED], 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 [REDACTED], 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 [REDACTED], 2023 (“PAGA Members”).

On [REDACTED], 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.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	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.
EXCLUDE YOURSELF	<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 [+60 days from mailing].</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>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. 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>
OBJECT	If you wish to object to the Settlement, you should submit a written Objection, and supporting papers, to the Settlement Administrator no later than [+60 days from mailing] . Even if you do not submit a written Objection by then, you may still have your Objection heard at the Final Approval Hearing, provided that you have <u>not</u> excluded yourself from the Settlement.
PARTICIPATE IN THE FINAL APPROVAL HEARING	The Court's Final Approval Hearing is scheduled to take place on [REDACTED] . 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.

CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS	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. If you disagree with the calculation of your workweeks and pay periods as stated on the fifth page of this Notice, you must challenge it by [REDACTED].
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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 [REDACTED], 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 believes that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with 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 (“LWDA PAGA Penalty Amount”) and a collective payment of \$6,250 to the PAGA Members to settle claims alleged under PAGA (“PAGA Group Payment”).
- 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 [REDACTED], 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 [REDACTED], 2023, including those who opt out of the class action settlement.

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 Releasees¹ from all Released Class Claims through [REDACTED], 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 [REDACTED]. 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 [REDACTED]. All PAGA Members shall

¹ "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 [REDACTED], at [REDACTED]. 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 [REDACTED]. 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 [REDACTED], 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

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 should mail your objection to the Settlement Administrator no later than [REDACTED]. Your written objection should: (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 [REDACTED] at [REDACTED], 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.