

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

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

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

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

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

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing either <https://www.phoenixclassaction.com/ki-v-delta-air-linegurzens/> 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	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 September 6, 2023 . 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. 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.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Court no later than September 6, 2023 . This option is available only if you do <u>not</u> exclude yourself from the class action settlement.
PARTICIPATE IN THE FINAL APPROVAL HEARING	The Court’s Final Approval Hearing is scheduled to take place on October 6, 2023 . 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. You have the right to challenge the dates of employment used when calculating your workweeks and pay periods as stated on the fifth page of this Notice. If you disagree with either of these numbers, you must challenge it by September 6, 2023 .

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

BASIC INFORMATION

1. Why did I get this notice?

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

2. What is this lawsuit about?

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

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

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

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

3. Has the Court decided who is right?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

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

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

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

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

Tax Treatment of Settlement Payments

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

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

Your Weeks Worked and Estimated Individual Settlement Payment:

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

- <<DOH 1>> to <<DOT 1>>.
- <<DOH 2>> to <<DOT 2>>.

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

The PAGA portion of the settlement covers all pay periods from March 16, 2020 through June 8, 2023 in which a Class Member worked for Delta as a non-exempt employee working in Department 120 at LAX. According to Delta's records, you worked as a non-exempt employee in Department 120 at LAX within this time period during the following dates:

- <<PAGA Start 1>> to <<PAGA End 1>>.
- <<PAGA Start 2>> to <<PAGA End 2>>.

If you are a PAGA Member, your estimated recovery for the PAGA portion of the settlement is: \$<<PAGA Amt>>.

Procedure for Disputing Information

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

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

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

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

Release by Class Members

In exchange for receiving payments under the Settlement, Plaintiff and each Class Member who has not opted out of the Settlement (which would include you) shall be deemed to have fully, finally, and forever released Delta Releasees¹ from all Released Class Claims through **June 8, 2023**, including unknown Released Class Claims to the fullest extent permitted by law. Released Class Claims are any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Delta Releasees, whether in law or equity, that have been asserted in the First Amended Complaint, or that reasonably could have been asserted in the First Amended Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled therein, and including claims for (i) failure to pay or reimburse business expenses under Labor Code section 2802, including but not limited to expenses for use of a personal mobile device and/or cell phone for work-related purposes, expenses for protective footwear, such as steel-toed shoes or boots, expenses for other personal protective equipment such as earmuffs, marshalling wands, knee pads, and expenses for work-related safety equipment and tools; (ii) failure to pay all final wages under Labor Code section 203; and (iii) claims derivative and/or related to those claims, including those under the California Business & Professions Code and PAGA related to released claims, as well as associated claims for attorneys' fees and costs, from July 1, 2017 through June 8, 2023. All Settlement Class Members shall be bound by the release, unless they timely opt-out as explained below.

Release by PAGA Members

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

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.

claims derivative and/or related to those claims, as well as associated claims for attorneys' fees and costs, from March 16, 2020 through June 8, 2023. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have opted out of the Settlement Class.

HOW TO GET A SETTLEMENT PAYMENT

6. How do I get a settlement payment?

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

7. When will I get my check?

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

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

8. What if I lose my settlement check?

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

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

9. What if I change my address?

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

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

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

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

You will not be charged for any costs. The lawyers will request the Court award their fees and reimburse their advancement of litigation expenses, from the Maximum Settlement Amount. Subject to court approval, Class Counsel will ask the Court to award attorneys' fees to compensate them for the work performed for the benefit of the Class up to 1/3 of the Maximum Settlement Amount. Class Counsel also will ask the Court to reimburse litigation costs up to \$20,000.

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

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

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

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

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

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

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

15. What's the difference between objecting and asking to be excluded?

You cannot both exclude yourself and object. You can do one or the other, or neither. Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action portion of the settlement only if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the class action settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

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

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

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

17. Do I have to come to the hearing?

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

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

IF YOU DO NOTHING

18. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

19. How do I get more information?

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

You may visit the Settlement Administrator's website at <https://www.phoenixclassaction.com/ki-v-delta-air-linegurzenss/> 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

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

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