

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Rolle v. Allegiant Air, LLC
Case No. 2:20-cv-10232-SSS-PDx

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

*Please read this Notice carefully. It informs you about Your legal rights.
A court approved this notice. This is not an advertisement or solicitation.*

To: All flight attendants employed by Allegiant as California-based flight attendants at any point from September 25, 2016 through April 25, 2023.

1. What Is This Notice And Why Did I Get It?

This Notice was sent to inform you that the United States District Court for the Central District of California has preliminarily approved the terms of a class action and PAGA settlement in a lawsuit filed against Allegiant Air, LLC (“Allegiant”) by former flight attendant Pamela Rolle.

This notice will (1) advise you of the Settlement that has been approved by the Court; (2) advise you of how your rights maybe be affected by this lawsuit; and (3) instruct you on the procedure for participating in, opting out of, or objecting to the Settlement.

You are receiving this Notice because you were identified as a current or former Allegiant flight attendant who was based at a California airport at some point between September 25, 2016 and April 25, 2023. This means *you are eligible to participate in the settlement of this lawsuit and receive payment under the Settlement.*

2. What Is The Lawsuit About?

Plaintiff Pamela Rolle filed a lawsuit against Allegiant Air, LLC entitled *Pamela Rolle v. Allegiant Air, LLC* in the Los Angeles County Superior Court as Case No. 20STCV36871, which was removed to the United States District Court for the Central District of California, Case No. 2:20-cv-10232-SSS-PDx (the “Lawsuit”). Plaintiff brought claims for alleged violations of California’s overtime, minimum wage, meal period, rest period, wage statement, and final pay laws, as well as claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), alleging that Allegiant failed to pay her and other flight attendants as required by California law, failed to provide meal and rest periods as required by California law, and failed to provide wage statements with the information required by California law.

Allegiant denied all of, and asserted defenses to, Plaintiff’s claims, including its good faith belief based on then-prevailing law that the California Labor Code did not apply to Allegiant’s California-based flight attendants and that Allegiant’s practices nonetheless complied with California law.

Plaintiff and Allegiant (the “Parties”) have agreed to a Settlement of the Lawsuit.

The Settlement will resolve all Class Members’ Released Claims (described in Section 9, below) for time periods going back as far as September 25, 2016 and continuing to April 25, 2023. A preliminary approval hearing was held on March 24, 2023, in the United States District Court for the Central District of California. On April 25, 2023, the Court preliminarily approved the class action settlement reached by the Parties and directed that you and the other Class Members receive this Notice. The Court also preliminarily appointed Plaintiff as the representative of the Settlement Class (“Class Representative”).

The Court will hold a Final Approval Hearing concerning the proposed Settlement on August 11, 2023 at 2:00 p.m., in Courtroom 2 of the United States District Court for the Central District of California, the Hon. Sunshine Suzanne Sykes presiding, located at 3470 Twelfth Street, Riverside, California 92501.

3. Am I a Class Member?

You are a Class Member if you are a current or former flight attendant who worked for Allegiant while based in California (“California-based flight attendants”) at any time from September 25, 2016 through April 25, 2023.

4. How Does This Class Action Settlement Work?

In this lawsuit, Plaintiff sued on behalf of other California-based flight attendants who worked at any point since September 25, 2016. For purposes of this Settlement, Plaintiff and these other California-based flight attendants are deemed to comprise a “Settlement Class” and are “Class Members.” The settlement of this lawsuit resolves all claims asserted in the Lawsuit against Releasees, as well as claims that could have been pled in the Lawsuit based on the factual allegations contained in the operative Complaint or any amendments thereto continuing through April 25, 2023, on behalf of all Class Members, except for those who exclude themselves from the Settlement Class.

Settlement Payments: Class Members who do not exclude themselves will be eligible to receive an Individual Settlement Payment under the Settlement on a pro rata basis, based on the ratio of the number of weeks worked by each Class Member while working as a California-based flight attendant from September 25, 2016 through April 25, 2023 to the total number of weeks worked by all Class Members while working as a California-based flight attendant during the same period.

PAGA Civil Penalty Payments: \$66,666.66 will be allocated to PAGA claims, with \$50,000 to be paid to the California Labor and Workforce Development Agency (“LWDA”) as required by California law and \$16,666.66 to be allocated to Class Members who worked since September 25, 2019. The allocation to Class Members shall be pro rata based on weeks worked since September 25, 2019 when working as a California-based flight attendant.

Persons who choose to exclude themselves from the Settlement Class by submitting a Request for Exclusion Form (See Section 10 below for more information) will not receive payment from the class and will not be bound by the release of Class Members’ Released Claims under this Settlement. However, they will still receive a payment related to the settlement of Plaintiff’s PAGA claims and will be bound by the release with respect to the PAGA claims, for which they do not have the right to exclude themselves.

The Court file has the Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement Agreement”) and other papers in this case, which are available for your review during the Court’s normal hours of operation. You may go there in person to review the documents at the Office of the Clerk, United States District Court for the Central District of California, 3470 Twelfth Street, Riverside, California 92501. Please confirm the office is open before coming to the Court. You may also view the documents online at the website listed in Section 16 of this notice.

The Court must review the terms of the Settlement and make a final determination as to whether it is fair, adequate and reasonable. A hearing will be held (“Final Approval Hearing”), at which time the Court will decide these issues. See Section 15 below for more information.

5. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

STAY IN THE CLASS: If you do not request to be excluded from the Settlement Class, you will remain a member of the Settlement Class, and if the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment based on the formula described above in Section 4. In exchange, you give up the right to sue Allegiant for the Class Member Released

Claims, which are defined in Section 9, below. To ensure you receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. If the Court grants final approval of the settlement, the Settlement Administrator will mail your payment to the address on file. You will have 120 days to cash or otherwise negotiate your check.

ASK TO BE EXCLUDED: Except as otherwise noted, if you ask to be excluded or “opt out” of the Settlement Class within 30 days of the date of this Notice by submitting a Request for Exclusion Form, and if the Court grants final approval of the Settlement, you will not receive any payment under the Settlement (except for your share of the Settlement attributable to the PAGA claim), but you will retain any rights you might have to sue Allegiant for the non-PAGA Class Members’ Released Claims resolved through this Settlement. You will be bound by the release with respect to the PAGA claims, for which you do not have the right to exclude yourself. A Request for Exclusion Form is included with this Class Notice.

OBJECT: You may object to the proposed Settlement by submitting a Notice of Objection Form. Only Class Members who do not request to be excluded from the settlement may object to the Settlement. You will have 30 days from the date of this Notice to object. If your objection is overruled by the Court, you will still receive an Individual Settlement Payment, and you will be bound by the terms of this Settlement. While you can ask the Court to deny approval by filing an objection, you CANNOT ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Notice of Objection Form is included with this Class Notice.

6. What Are The Terms Of The Settlement?

Under the proposed Settlement, Allegiant will pay One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00) to fully and finally resolve all claims in the Action. The \$1,950,000.00 payment is referenced as the “Gross Settlement Amount.” Of that amount, the sum of \$66,666.66 will be allocated to the settlement of the PAGA claims (the “PAGA Civil Penalty Payment”). Three quarters of the PAGA Civil Penalty Payment (\$50,000) shall be paid to the State of California (the “LWDA Payment”), while one quarter of the PAGA Civil Penalty Payment (\$16,666.66) shall be available for distribution to eligible Class Members, including those who opt out of the Settlement.

The amount to be distributed to Class Members is called the “Net Settlement Amount.” The Net Settlement Amount is determined by taking the Gross Settlement Amount and deducting the following court-approved amounts: (a) the LWDA Payment of \$50,000; (b) the Class Counsel’s Attorneys’ Fees and Costs in the amount of up to one-third of the Gross Settlement Amount, or \$650,000.00 in fees, plus reimbursable costs; (c) payment to Plaintiff in the amount of up to \$10,000 in recognition of her efforts in serving as representative of the Settlement Class and participating in this lawsuit (“Enhancement Payment”); (d) the Contingency Fund in the amount of \$25,000 meant to address late or disputed claims; and (e) Administration Costs in the amount of up to \$7,500. The LWDA Payment, Attorneys’ Fees and Costs, Class Representative Enhancement Payment, and Settlement Administration Costs are all subject to Court approval.

7. How Much Will My Individual Settlement Payment Be?

According to Allegiant’s records, you worked for Allegiant as a California-based flight attendant for «WorkWeeks» workweeks between September 25, 2016 and April 25, 2023. Your estimated total Individual Settlement Payment is «SettAmt». Please note that this is just an estimate, and your final Individual Settlement Payment may be lower or higher.

If the settlement is approved, even if you submit a valid and timely request for exclusion, you will also receive an individual share of the PAGA Civil Penalty Payment, estimated to be «PAGAAmt».

Apart from the employer’s share of payroll taxes, which is being paid separately by Allegiant and not from the Gross Settlement Amount, you are solely responsible for the tax consequences arising from your receipt of an Individual

Settlement Payment or an individual share of the PAGA Civil Penalty Payment. No opinion regarding the tax consequences of this settlement to any individual Class Member is being given, or will be given, by Allegiant, counsel for Allegiant, any Releasee, or Class Counsel. Class Members should consult their own tax advisors regarding the tax consequences of this settlement, including but not limited to any payments provided or tax reporting obligations.

If you believe that the number of workweeks, is not correct, please see Section 8, below.

8. What If I Believe My Workweeks Are Inaccurate?

If you believe your number of workweeks is inaccurate, you may dispute it by emailing *Rolle v. Allegiant Air, LLC* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 no later than 30 days after the Settlement Administrator mailed you this Notice. If there is a dispute, the Settlement Administrator shall consult with the Parties to determine whether an adjustment is warranted.

9. How Does This Settlement Affect My Rights?

If you do not exclude yourself from the Settlement and the Settlement is approved by the Court, you will release the claims resolved by the Settlement. This means you will not be able to sue, continue to sue, or be part of any other lawsuit against the Releasees that involves the same legal claims as those resolved through this Settlement. Specifically, you will be giving up or “releasing” the “Released Claims” described below:

All claims, rights, demands, liabilities and causes of action of every nature and description pertaining to the claims litigated in the Action against Releasees, as well as claims that could have been pled in this Action based on the factual allegations contained in the operative Complaint or any amendments thereto continuing through the date of Preliminary Approval, including, without limitation, all claims for alleged violation of the California Labor Code and IWC Wage Order No. 9 for failure to pay overtime, failure to pay minimum wage, failure to provide meal periods and/or pay meal period premiums, failure to provide rest periods and/or pay rest period premiums, failure to provide accurate wage statements, failure to pay all wages timely, failure to pay all wages due upon termination, as well as derivative claims under the California Labor Code, California Unfair Competition Law, Bus. Prof. Code § 17200, *et seq.*, and civil penalties under PAGA, including but not limited to civil penalties that are based on or related to the alleged Labor Code and Business & Professions Code violations referenced above, and all claims for interest, penalties, attorneys’ fees, costs, any other monetary relief, injunctive relief, declaratory relief, or accounting that are based on or related to the alleged Labor Code and Business & Professions Code violations referenced above.

The “Releasees,” or entities and people against whom you are giving up claims, are described below:

Defendant Allegiant Air, LLC, Allegiant Travel Company, and each of its and their past and present direct and/or indirect officers, directors, employees or agents.

If you exclude yourself from the Settlement and the Settlement is approved by the Court, you will only be deemed to release your claims for PAGA penalties, for which you will receive a share of the PAGA Payments allocated to all Class Members. However, you will not release any of the other Released Claims or receive any other settlement payments.

10. How Do I Request That The Court Exclude Me From This Settlement?

If you want the Court to exclude you from the Settlement, you must fax or mail to the Settlement Administrator a Request for Exclusion Form no later than July 12, 2023. A Request for Exclusion Form is included with this Class Notice.

If you send a timely Request for Exclusion Form to the Settlement Administrator, then: (a) you will not be a member of the Settlement Class; (b) you will not receive an Individual Settlement Payment; and (c) if the Court approves the Settlement, the only payment you receive will be your individual share of the PAGA Civil Penalty Payment. By excluding yourself from the Settlement, you will retain whatever rights or claims you may have against Allegiant and Releasees (with the exception of the release as to Plaintiff’s PAGA claim, which shall remain binding), and you will be free to pursue them, at your own cost, if you choose to do so.

11. How Do I Object To The Settlement?

If you are a Class Member who does not exclude yourself from the Settlement Class, you may object to the Settlement or any aspect of the Settlement. You can ask the Court to deny approval of the Settlement by submitting a valid Notice of Objection Form. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and signed. A Notice of Objection Form is included with this Class Notice. You must complete the Notice of Objection Form and postmark it to the Settlement Administrator no later than July 12, 2023. If you submit a timely written Notice of Objection Form, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Objecting to the Settlement will not remove you from the Settlement Class. A Class Member who submits an objection remains bound by the Settlement if it is approved by the Court. To exclude yourself or opt out from the Settlement Class, you must submit a Request for Exclusion Form by following the instructions above. If you exclude yourself or opt out of the Settlement, you may not object to the Settlement.

12. How Do I Make Sure I Receive My Individual Settlement Payment?

If the Settlement is approved and you have not excluded yourself from the Settlement Class, you will receive your Individual Settlement Payment via a check mailed to you at the address on file with the Settlement Administrator.

You may contact the Settlement Administrator via email AllegiantSettlement@cptgroup.com or through the Settlement Administrator's website www.cptgroupcaseinfo.com/AllegiantSettlement. If emailing, be sure to provide the name of this case (*Rolle v. Allegiant Air, LLC*, Case No. 2:20-cv-10232-SSS-PDx), your full name, and the specifics of your request. The Settlement Administrator will require additional information from you in order to verify your identity.

Your settlement check will be valid for 120 days from issuance. You must deposit, cash, or otherwise negotiate your check within 120 days OR IT WILL BECOME VOID, YOU WILL LOSE THE RIGHT TO RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT, AND YOU WILL REMAIN BOUND BY THE SETTLEMENT.

13. Who Are the Attorneys Representing the Class?

If you have any questions about this Notice, you can contact *Rolle v. Allegiant Air, LLC* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

The lawyers for Plaintiff and Settlement Class are:

BAINER LAW FIRM
Matthew Bainer
1999 Harrison St., Suite 1800
Oakland, CA 94612
Telephone: (510) 922-1802
mbainer@bainerlawfirm.com

The Court has appointed the Bainer Law Firm to represent the Settlement Class. This law firm is referred to as "Class Counsel." You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

14. How Will Class Counsel Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Class Counsel will ask for up to one-third of the Gross Settlement Amount (or \$650,000) as attorneys' fees and for reimbursement of actual litigation costs and expenses. The actual amounts awarded shall be determined by the Court.

Class Counsel will also request that the Court approve an Enhancement Payment to Plaintiff of up to \$10,000 to be paid from the Gross Settlement Amount for her service on behalf of the Settlement Class. Class Counsel will petition the Court for an award of attorneys' fees by motion to be filed with the Court by July 21, 2023, and will be available at that time at the website listed in Section 16, below.

15. Notice of hearing on Final Approval and Objections to Class Action Settlement.

You are hereby notified that a Final Approval Hearing will be held on August 11, 2023 at 2:00 p.m., in the United States District Court for the Central District of California, the Hon. Sunshine Suzanne Sykes presiding, located at 3470 Twelfth Street, Riverside, California 92501, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may change the date and time of the Final Approval Hearing without further notice to the Class Members. Class Members are advised to check the settlement website or the Court's Public Access to Court Electronic Records (PACER) site to confirm that the date has not been changed.

If final approval is granted by the Court, the Court will enter judgment pursuant to the Settlement, and all Class Members who have not requested exclusion from the Settlement Class will be deemed to have waived and released the Released Claims against the Releases, as defined in Section 9, above.

16. How Do I Get More Information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.cptgroupcaseinfo.com/AllegiantSettlement, contact the Settlement Administrator, or access the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cacd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Central District of California, 3470 Twelfth Street, Riverside, California 92501, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please confirm the Court is open before visiting.

If you have any additional questions about the Settlement, you may contact the Settlement Administrator:

Rolle v. Allegiant Air, LLC Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll-Free Telephone Number: 1 (833) 816-0817
Email: AllegiantSettlement@cptgroup.com
Fax: (949) 419-3446

PLEASE DO NOT TELEPHONE OR EMAIL THE COURT OR CLERK'S OFFICE FOR INFORMATION ABOUT THIS SETTLEMENT.