

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

**IF YOU WORKED FOR GLOBAL AVIATION MANAGEMENT  
GROUP, CORP. AS AN HOURLY-PAID EMPLOYEE IN THE  
STATE OF CALIFORNIA, YOU MAY OBTAIN PAYMENT  
FROM A SETTLEMENT REACHED IN A PROPOSED CLASS  
ACTION LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE  
AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>	
<b>DO NOTHING</b>	<b>Receive compensation but lose rights to sue separately.</b> If you do nothing, you will receive compensation for your claims alleged in this lawsuit. You will also give up your rights to ever sue Global Aviation about any of the claims in these cases arising during the relevant time period.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<b>Get no compensation but keep rights to sue separately.</b> If you exclude yourself from the settlement you will not receive any compensation from the settlement, but you will keep your rights to file a separate claim. Please be advised, however, that the time limits for filing a separate claim may have expired.
<b>OBJECT OR COMMENT</b>	<b>Tell the Court why you like or don't like the settlement.</b> You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – <b>and the time deadlines for exercising them</b> – are explained further in this Notice.	

## 1. WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuits *Demarie Louis and Charday Tolley v. Global Aviation Management Group, Corp.*, pending in the Los Angeles County Superior Court, Case No. 19STCV11672 (the “Lawsuit”). This Notice is being sent to you by the order of the Los Angeles County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on September 8, 2020.

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

## 2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit were filed by Plaintiffs Demarie Louis and Charday Tolley (“Plaintiffs”) on behalf of individuals who worked as hourly-paid employees for Global Aviation Management Group, Corp. and/or Global Elite Group, Inc. (together, “Global Aviation”) in California between June 1, 2018 and March 31, 2020.

The Lawsuit alleges Global Aviation failed to pay hourly-paid employees for all hours worked, including both minimum and overtime wages, failed to provide all required meal and rest breaks, failed to reimburse certain expenses incurred by hourly-paid employees while on the job, failed to provide proper wage statements, and failed to pay all wages due upon termination of employment. In addition, the Lawsuit also seeks to recover civil penalties on behalf of the State of California based on the violations alleged above.

Global Aviation denies each and all of the claims and contentions alleged by the Plaintiffs. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiffs and Global Aviation agreed on a class settlement that was preliminarily approved by the Court on September 8, 2020. Plaintiffs and Class Counsel support the settlement.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Global Aviation that Plaintiffs’ claims in the Lawsuit have merit or that it has any liability to Plaintiffs or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

### 3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. Demarie Louis, who worked at Global Aviation from December 2016 to November 2018, and Charday Tolley, who worked at Global Aviation from November 2008 to December 2019, are the Class Representatives in the Lawsuit, and they assert claims on behalf of themselves and the Class Members. All of the Class Members form a Class. A class action allows one court to resolve the claims of all the Class Members at the same time. A California Superior Court judge, Judge Daniel J. Buckley, is in charge of this class action.

### 4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Global Aviation. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. The Class Representatives and the attorneys think the settlement is best for the Class.

### 5. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked for Global Aviation as an hourly-paid employee in California from June 1, 2018 through March 31, 2020, are included in the Class.

According to Global Aviation’s records, you are member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call 1-888-992-0793.

### 6. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Global Aviation will pay One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) (“Settlement Amount”). After attorney’s fees and costs, service payments to the Plaintiffs, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Settlement Amount, the remaining “Net Class Members Distribution Amount” will be distributed to participating Class Members. Subject to Court approval, the Settlement Amount will be allocated as follows:

- **Individual Settlement Payment: Each participating Class Member will receive a payment based on factors specific to them, including the total number of weeks he or she worked for Global Aviation in California during the relevant time period.**

Individual Settlement Payments will be calculated as follows: the amount of money remaining after all of the below deductions are taken out of the overall settlement will be divided by the total number of weeks worked by all of the Class Members during the relevant time period to arrive at the “weekly amount. The “weekly amount” will then be multiplied by the number of weeks worked by each Class Member during the relevant time period to determine each Class Member’s Individual Settlement Payment.

- **Class Representative Service Payment:** For acting as the Class Representatives, Plaintiffs each will request from the Court an award of \$5,000.00 (for a total of \$10,000.00) in recognition of and as compensation for their efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks they assumed in starting and assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Class Counsel’s Attorney’s Fees and Costs:** Class Counsel will request from the Court no more than one-third (33.33%) of the Class Settlement Amount Sixty Thousand (\$60,000.00) as attorney’s fees for litigation and resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$7,500. Any amount ordered by the Court for Class Counsel’s attorney’s fees and costs will be paid from the Settlement Amount.
- **PAGA Payment:** \$15,000.00 from the Settlement Amount is allocated for payment to the State of California under the Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$11,250) will be paid to the California Labor and Workforce Development Agency, and 25% (\$3,750) of the allocation will be distributed to the Class as part of the Net Class Members Distribution Amount. Any amount ordered by the Court will be paid from the Settlement Amount.
- **Settlement Administration:** The costs of settlement administration will not exceed \$9,000.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Settlement Amount.
- All checks issued to participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, the money corresponding to any unclaimed or uncashed checks will be sent to Family Promise, which is a non-profit charitable organization dedicated to providing a wide variety of services to homeless and low-income families in the Los Angeles community.

**7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?**

**You do not need to do anything to receive a payment from the settlement.**

Global Aviation’s records show that, while you worked as an hourly-paid employee in California during the relevant time period, you worked a total of «Workweeks» workweeks. Accordingly, your anticipated settlement share is «estAmount». The actual amount may vary somewhat based on the actual implementation of the settlement.

The individual Settlement Award will be allocated for tax purposes as follows: 25% of your payment will be issued in a check representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like

a paycheck). 75% of your payment will be issued in a check representing unreimbursed expenses, penalties, and interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you dispute the information about the amount of your anticipated settlement share, you must advise the Settlement Administrator and follow the steps below to substantiate your dispute.

To dispute the amount of your anticipated settlement share you must send in the mail any records (such as paystubs, pay checks or other records) supporting your calculation of the total number of weeks you worked for Global Aviation in California during the time period June 1, 2018 to March 31, 2020, along with a letter explaining the dispute, and be sure to include the last four digits of your social security number by November 30, 2020. The date of the postmark will determine if it was timely mailed. The Settlement Administrator will review the information you submit along with Global Aviation’s records and make a final determination as to the correct amount of your settlement share.

The Settlement Administrator is:

*Louis v. Global Aviation Class Action Settlement*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**8. WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?**

Unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you can’t sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this lawsuit*. It also means all of the Court’s orders will apply to you and legally bind you. If you stay in the Settlement Class you will be deemed to have released and discharged Global Aviation as well as any and all of its affiliates, employees, directors, officers, shareholders, agents, attorneys, successors and assigns all claims and/or causes of action asserted in the operative Complaints in both Actions on file herein, based on the facts alleged therein and arising during the Settlement Class Period. Specifically, the release includes all claims, known and unknown, relating to Plaintiff’s allegations for failure to pay all wages, failure to authorize and permit rest periods, failure to provide meal periods, failure to pay overtime, failure to timely pay wages due at termination, claims for reporting time pay, failure to provide accurate itemized statements, failure to pay reimbursable expenses, violation of Business and Professions Code sections 17200, *et seq.*, violation of Labor Code sections 2698, *et seq.*, violation of any IWC Wage Order, any other claims under state or any other laws arising out of or related to the allegations contained in the operative Complaints of the Actions, and related penalties, including but not limited to Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 2698, *et seq.*, and 2802 and Business & Professions Code section 17200; claims for interest, attorneys’ fees, costs, settlement administration costs, and enhancement awards; and claims for liquidated damages, waiting-time penalties, any other related claims and/or penalties

related to the facts of the operative Complaints in the Actions. By and through this Settlement each Class Member who does not opt out forever agrees he or she shall not be entitled to pursue, accept or recover damages for any Released Claims against Releasees during the Settlement Class Period. The release will take effect upon Defendant's payment in full of the Settlement Amount.

**9. DO I HAVE A LAWYER IN THIS CASE?**

The Court has decided the law firms below is qualified to represent you and the Settlement Class. These law firms are called "Class Counsel."

**CLASS COUNSEL**

Bradley/Grombacher LLP  
31365 Oak Crest Drive, Suite 240  
Ph. 805.270.7100  
Attn: Marcus J. Bradley, Esq.

If you want to be represented by your own lawyer, you may hire one at your own expense.

**10. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?**

You have the right to request exclusion from the settlement. To do so, you must submit a written opt out request to the Settlement Administrator at the following address:

*Louis v. Global Aviation Class Action Settlement*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

A written request for exclusion should: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed by first-class mail no later than November 30, 2020 to the Settlement Administrator at the above address; and (4) clearly state that you do not wish to be included in the settlement. The date of the postmark will determine if your opt out request was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Settlement Amount, including the Release described in this Notice.

**If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement.** Class Counsel will not represent your interests if you request to be excluded.

**11. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney and at your own expense. The Final Approval Hearing is

scheduled to take place on January 25, 2021, at 10:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012.

All written objections to the settlement, and supporting papers if any, should: (1) state your full name, address and telephone number; (2) provide a written statement of all grounds for the objection accompanied by any legal support for the objection; (3) state the last four digits of your social security number (4) be signed by you or your counsel, if any; and (5) clearly identify the case names and numbers listed above.

You must submit your written objection and all supporting papers if any, to the Settlement Administrator by mailing to the following address:

*Louis v. Global Aviation Class Action Settlement*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

To be valid, your written objection and all supporting papers, if any, must be postmarked on or before November 30, 2020.

**12. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?**

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Claims.

**What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You may object only if you want to remain a Settlement Class Member. Excluding yourself is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you object to any of the terms of the Settlement, the Court may consider your objections when deciding whether to grant final approval to the Settlement.

**13. WHAT IF MY CONTACT INFORMATION CHANGES?**

If, after you receive this Notice, you change your mailing address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**14. THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Superior Court of California, County of Los Angeles located at 312 N. Spring Street, Los Angeles, California 90012 on January 25, 2021, at 10:30 a.m.

At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsels' request for attorneys' fees and litigation costs, the Class Representatives Service Payments, and the Settlement Administrator's costs. The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who indicated in their objection letter their intention to appear at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

**Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Judge may have. But, you are welcome to come at your own expense and the Court may grant you permission to speak if you have an objection. If you send a written objection, you don't have to come to Court to talk about it. As long as you have mailed or faxed your written objection on time, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

**15. FURTHER INFORMATION**

This Notice is only a summary of the settlement. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, and other filed documents related to the Lawsuit and this settlement, you may view all such files online at the Settlement Administrator's website [www.cptgroup.com/globalaviationmanagement](http://www.cptgroup.com/globalaviationmanagement).

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at 1-888-992-0793 or Class Counsel listed above. Please refer to the Global Aviation Class Action Settlement.

***PLEASE DO NOT TELEPHONE OR CONTACT THE JUDGE OR THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT***