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**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA**

MARGARET TUMAMPOS, JONATHAN LAM, and CONNIE LAI on their behalf and others similarly situated.

Plaintiffs,

vs.

CATHAY PACIFIC AIRWAYS LTD.,

Defendant.

Case No. 4:16-CV-06208-CW

DECLARATION OF NATHALIE HERNANDEZ OF ILYM GROUP, INC., REGARDING NOTICE AND SETTLEMENT ADMINISTRATION ACTIVITIES COMPLETED AS OF AUGUST 13, 2018 IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: September 18, 2018

Courtroom: TBD

Time: 2:30 p.m.

Judge: Hon. Claudia A. Wilken

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider that has been appointed by the Court to serve as the
5 Settlement Administrator responsible for carrying out the terms of the Settlement Agreement and
6 Release and Addendum thereto (the “Settlement”) in the above-captioned action, *Tumampos, et*
7 *al. v. Cathay Pacific Airways LTD*, as ordered by the Court in its *Order Granting Motion for*
8 *Preliminary Approval of Class Action Settlement and Requiring Supplemental Information within*
9 *Four Days*, dated May 2, 2018 . I am responsible for supervising the services provided by ILYM
10 Group with respect to the Settlement.¹ I am authorized to make this declaration on behalf of ILYM
11 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
12 could and would testify competently to such facts.

13 2. ILYM Group has extensive experience in administering class action settlements,
14 including direct mail services, database management, claims processing and settlement fund
15 distribution services for Class Actions ranging in size from 26 to 4.5 million settlement class
16 members.

17 3. I submit this Declaration to inform the parties and the Court of the settlement
18 administration duties performed by ILYM Group to-date and to be performed after Final Approval
19 of the Settlement is granted, which include: (a) printing and mailing the *Notice of Proposed*
20 *Settlement of Class Action Lawsuit and Fairness Hearing and Class Member Settlement Estimated*
21 *Payment Form* (collectively referred to as “Notice Packet”) to all Class Members, including taking
22 appropriate steps to trace and locate any Class Members whose address or contact information as
23 provided to us was inaccurate or outdated; (b) receiving and processing requests for exclusion; (c)
24 posting information regarding the Settlement on ILYM’s website, including the Settlement
25 Agreement, the Motion for an Award of Attorneys’ Fees, Expenses, and Service Awards for
26 Representative Plaintiffs, and the Motion for Final Approval of Class Action Settlement; (d)
27 resolving Class Members’ disputes over the number of workweeks Defendant has record of them

28 ¹ All defined terms herein have the same meaning as set forth in the Amended Settlement Agreement

1 working during the Class Period, which was pre-printed on their individualized Estimated Payment
2 Form; (e) calculating individual settlement award amounts; (f) mailing a *Clarification of Notice*
3 *Regarding Proposed Settlement of Class Action Lawsuit*; (g) processing and mailing settlement
4 award checks; (h) handling tax withholdings as required by the Settlement and applicable law; (i)
5 preparing, issuing and filing tax returns and other applicable tax forms; (j) handling the distribution
6 of any residual funds pursuant to the terms of the Settlement; and (k) performing other tasks as the
7 Parties mutually agree to and/or the Court orders ILYM Group to perform.

8 4. On May 8, 2018, ILYM Group received the Court approved text for the Notice
9 Packet from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Notice Packet,
10 which was approved by the Parties' Counsel prior to mailing.

11 5. On May 10, 2018, Defendant provided ILYM Group with an Excel file containing
12 the class list, which included the name, social security number, last known mailing address, last
13 known telephone number, employment dates, workweeks in California during the class period,
14 and years of service in California (excluding the class period) for each Class Member. The data
15 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
16 Class List contained 445 individuals.

17 6. As part of the preparation for mailing the Notice Packet, all 445 names and
18 addresses contained in the Class List were processed through the National Change of Address
19 ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of
20 updating and confirming the mailing addresses of the Class Members before the Notice Packets
21 were mailed. This process updates addresses for individuals who have moved within the last four
22 years and who have filed change of address cards with the USPS. To the extent that an updated
23 address was found in the NCOA database, the updated address was used for the mailing of the
24 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
25 address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

26 7. On May 18, 2018, the Notice Packet was mailed, via U.S First Class Mail, to all
27 445 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
28 copy of the mailed Notice Packet.

1 8. On May 30, 2018, ILYM Group was advised by both parties to mail a Clarification
2 Notice. This notice sought to clarify the calculation of estimated settlement amounts based on the
3 number of completed years and length of service. The mailing of the Clarification Notice was
4 completed on June 1, 2018.

5 9. As of the date of this declaration, six Notice Packets have been returned to our office
6 as undeliverable. ILYM Group performed a computerized skip trace on the six returned Notice
7 Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose
8 of re-mailing the Notice Packet. As a result of this skip trace, six updated addresses were obtained,
9 and the Notice Packet was promptly re-mailed to those Class Members, via U.S First Class Mail.
10 In addition, a Class Member contacted us requesting that a new Notice Packet be re-mailed.

11 10. As of the date of this declaration, six notice packets were re-mailed as a result of
12 ILYM Group's skip tracing efforts and one was re-mailed as a result of a re-mail request by a Class
13 Member.

14 11. As of the date of this declaration, a total of two Notice Packets have been deemed
15 undeliverable, as they were returned to our office a 2nd time from a re-mailing to an updated
16 address.

17 12. As of the date of this declaration, ILYM Group has not received any requests for
18 exclusion. The deadline to request exclusion from the Settlement was July 2, 2018.

19 13. As of the date of this declaration, ILYM Group has not received any objections to
20 the Settlement. The deadline to file an objection to the Settlement was July 2, 2018.

21 14. As of the date of this declaration, ILYM Group will report a total of 445 Settlement
22 Class Members, representing 100% of the 445 Class Members.

23 15. Settlement Class Members will receive a proportional share of the Net Settlement
24 Fund through individual settlement payments, calculated by a pro-rata formula, based on the
25 number of workweeks and years worked by Class Members during the Class Period. The Net
26 Settlement Fund is the amount remaining after deduction of Court-approved payments from the
27 Gross Settlement Fund of: (a) Class Counsel's Fee Award, (b) the Class Representative's Service
28 Awards, (c) Settlement Administration Fees to ILYM Group, (d) any employer payroll taxes that

1 must be paid by Cathay related to the Settlement (if any), and (e) payment to the California Labor
2 and Workforce Development Agency (“LWDA”) its portion of the amount allocated for civil
3 penalties under the Private Attorneys General Act

4 The amount of each Settlement Class Member’s Individual Settlement Payment will be
5 calculated as follows: (1) with respect to 90% of the Net Settlement Amount, each Settlement Class
6 Member will receive a pro rata share determined by dividing the total number of complete
7 workweeks that Settlement Class Member worked during the Class Period by the total number of
8 complete workweeks worked by all Settlement Class Members during the Class Period; and
9 (2)With respect to 10% of the Net Settlement Amount, each Settlement Class Member will receive
10 a pro rata share determined by dividing that Settlement Class Member’s total number of completed
11 years of service from October 2006 through May 2, 2018 (the Preliminary Approval Date) by the
12 total number of completed years of service worked by all Settlement Class Members from October
13 2006 through May 2, 2018. Based on these calculations, the Settlement Class Members will receive
14 an estimated average gross payment of \$2,795.51.

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EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
LAWSUIT AND FAIRNESS HEARING**

IMPORTANT

***You are not being sued. Please read this Notice carefully. Your rights may be affected.
You may be entitled to money from this Settlement.***

**United States District Court for the Northern District of California
Tumamos et al. v. Cathay Pacific Airways Ltd.
Case Number 4:16-cv-06208-CW**

If you were employed by Cathay Pacific Airways Ltd. as a California-based Cabin Crew member at any time between October 26, 2013 and September 9, 2016 (“Class Members”), you may be entitled to a payment from a class action settlement. “California-based” means Cathay employees who reside in the United States and regularly work on Cathay flights that either fly out of Cathay’s bases in San Francisco or Los Angeles, California or land at Cathay’s bases in San Francisco or Los Angeles, California. “Cabin Crew” means flight attendants.

INTRODUCTION

This Notice is to inform you of a proposed settlement (the “Settlement”) of the alleged class action lawsuit entitled *Tumamos et al. v. Cathay Pacific Airways Ltd.* (Case No. 4:16-cv-06208-CW), that is currently pending in the United States District Court for the Northern District of California (the “Lawsuit”). The Lawsuit was filed by Plaintiffs Margaret Tumamos, who was later joined by Jonathan Lam and Connie Lai (the “Named Plaintiffs”) against Cathay Pacific Airways Ltd. (“Cathay”) on behalf of all California-based Cabin Crew members who were employed by Cathay between October 26, 2013 and September 9, 2016. “California-based” means Cathay employees who reside in the United States and regularly work on Cathay flights that either fly out of Cathay’s bases in San Francisco or Los Angeles, California or land Cathay’s bases in San Francisco or Los Angeles, California. “Cabin Crew” means flight attendants.

A hearing was held on January 9, 2018 in the United States Court for the Northern District of California, before the Honorable Claudia Wilken, United States District Court Judge, who then preliminarily approved the settlement of this Lawsuit and instructed that you receive this Notice. You have received this Notice because Cathay’s records indicate that you worked for Cathay as a California-based Cabin Crew at some point between October 26, 2013 and September 9, 2016. This means that you worked as a flight attendant for Cathay, you reside in the United States, and you regularly worked on flights that either flew out of Cathay’s bases in San Francisco or Los Angeles, California or landed at Cathay’s bases in San Francisco or Los Angeles, California. Your rights may be affected by this Settlement.

The Court will hold a Settlement Fairness Hearing about the proposed settlement on September 18, 2018 at 2:30 p.m., in the Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Oakland, California. The Court must approve the terms of the settlement described below as fair and reasonable to Class Members, and the Named Plaintiffs and Cathay will ask it to do so at that hearing. The Settlement will affect all Class Members. You may get money from the Settlement as described below. The date of the Settlement Fairness Hearing may change without notice, so please check the Court’s electronic filing system (information about how to access the Court’s electronic filing system is explained below) or contact the claims administrator to ensure the correct hearing date.

Based on Cathay’s payroll records, and the formula that has been preliminarily approved by the Court, **you are eligible to receive approximately \$«Est_Settlement_Amount», roughly ten percent of which is subject to applicable state and federal tax and other withholdings. The other ninety percent will not be subject to withholdings but may nevertheless still be taxable. You should consult with your financial advisor and/or tax professional.**

1. What Is This Case About?

This Lawsuit was filed in the United States District Court for the Northern District of California on October 26, 2016, on behalf of Plaintiff Tumamos and the alleged Class Members. The First Amended Complaint added Plaintiffs Lam and Lai as Named Plaintiffs and claimed that Cathay made illegal and unauthorized deductions from its California-based Cabin Crew's wages by mistakenly withholding FICA and SDI taxes, claiming that Cabin Crew members were exempt from the deduction requirement. The First Amended Complaint also alleges that Cathay failed to provide the Named Plaintiffs and other Class Members with meal and rest periods, failed to provide them with accurate wage statements, failed to pay all wages due in a timely manner during employment, failed to timely pay all wages due upon termination, and breached oral and implied employment contracts with the Named Plaintiffs and the Class Members and further claims that Cathay was liable for damages, statutory penalties under the California Labor Code, and civil penalties.

Cathay denies all of the allegations in the Lawsuit and states that it has complied with the laws under which it has been sued at all times. There has been no finding in the Lawsuit that Cathay did anything wrong, and by settling, Cathay does not admit that it has any liability for the Named Plaintiffs' or Class Members' claims.

2. Who Are The Attorneys Representing The Named Plaintiffs?

The Named Plaintiffs and the Class Members are represented in this Lawsuit by attorneys at Medina McKelvey LLP, and Beck, Bismonte & Finley, LLP ("Class Counsel"). If you have any questions regarding this Notice or proposed Settlement, please contact:

MEDINA McKELVEY LLP

Brandon McKelvey
Timothy Nelson
Medina McKelvey LLP
983 Reserve Drive
Roseville, CA 95678
(916) 960-2211

BECK, BISMONTE & FINLEY, LLP

Alfredo Bismonte
Ronald Finley
Beck, Bismonte & Finley, LLP
150 Almaden Blvd., 10th Floor
San Jose, CA 95113
(408) 938-7800

3. What Are My Rights?

If you fit the description of a Class Member, you have three options. Each option has its own consequences, which you should make sure you understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are as follows:

A. Option One: Participate as a Class Member

To participate in the Settlement, **YOU DO NOT NEED TO DO ANYTHING**. Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent you. The way in which the amount of money that you receive from this Settlement will be calculated is described in section 5 below. The settlement administrator that has been hired to administer this settlement, ILYM Group, Inc. (the "Settlement Administrator"), will send you a check at a later date.

B. Option Two: You Can Exclude Yourself ("Opt Out") From the Settlement.

If you do not want to be part of this Settlement, you must submit a written exclusion from the settlement ("opt-out") postmarked by July 2, 2018. The written request for exclusion from the settlement must contain

your name, address, and telephone number (this information is necessary to ensure that the correct person is deleted from the list of Class Members). The opt-out request must be signed by the individual Class Member who seeks to opt-out. No opt-out request may be made on behalf of an individual or group of Class Members. The opt-out request must be sent by mail to the Settlement Administrator at the following address ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781, and must be postmarked by July 2, 2018. Any Class Member who requests to be excluded from this Settlement will not receive any Individual Settlement Payment (defined in Section 5) and will not be bound by the terms of the Settlement or have any right to object, appeal or comment on the Settlement.

C. Option Three: You May Object to the Settlement.

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny 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.

You must object to the proposed settlement in writing. You may also 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 paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Tumamos et al. v. Cathay Pacific Airways Ltd.*, Case Number 4:16-cv-06208-CW), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, at 1301 Clay Street, Oakland, California, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before July 2, 2018.

Your objection MUST include: (i) a written statement of your objections; (ii) a written statement as to whether you plan to address the Court at the Settlement Fairness Hearing; and (iii) any other papers that you want to submit to the Court, including any legal briefs or memoranda.

If you satisfy the above requirements, you will have the right to speak to the Court at the Settlement Fairness Hearing scheduled for September 18, 2018 at 2:30 p.m. You may appear personally at the hearing, or through your own lawyer, paid for at your own expense. The date of the Settlement Fairness Hearing may change without notice, so please check the Court's electronic filing system (information about how to access the Court's electronic filing system is explained below) or contact the claims administrator to ensure the correct hearing date.

4. What Rights Am I Giving Up?

Unless you file an Opt-Out Request, you will be giving up your right (if any) to pursue all claims arising out of or related to the claims that were made in this Lawsuit. That is because the release (which is contained in the settlement agreement that has been filed with the Court and releases those claims as to anyone who does not file an Opt-Out Claim) states:

Upon entry of the Order Granting Final Approval, (a) the Named Plaintiffs, on their own behalf and as the Class Representatives, (b) each Class Member who does not timely opt-out, and (c) all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators, transferees, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Class Parties"), shall be deemed to fully and completely release and forever discharge Cathay and the Released Parties from any and all claims, complaints, causes of action, counterclaims, remedies, liabilities, losses, debts, demands, sums of money, covenants, contracts, agreements, promises, damages or judgments, costs, expenses, attorneys' fees, and/or set-offs whatsoever in law or in equity, whether known

or unknown, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, which the Released Class Parties ever had or now have or may have against the Released Parties resulting from, arising out of, or in any way connected to the Action or its underlying subject matter, including, but not limited to, any and all past and present matters, claims, complaints, causes of action or demands relating to, resulting from or in any way connected to Cathay's withholding of federal, state, or local taxes, claims or allegations made or that could have been made in the Complaint or First Amended Complaint in the Action (including but not limited to, any claim arising under California Labor Code sections 201-204, 210, 225.5, 221-224, 226, 226.7, 512, and 2698, *et seq.*, and/or any such claim arising under Business and Professions Code section 17200, *et seq.*) against the Released Parties (the "Released Claims"). This Settlement Agreement in no way prejudices or releases the Named Plaintiffs' and the Class Members' ability to seek or receive any refund or redress from the Internal Revenue Service ("IRS") or state authorities for withheld taxes, nor to receive the refunded employer's portion of any Federal Insurance Contributions Act ("FICA") tax contributions received by Cathay from the IRS that Cathay previously offered to pay to any employees who seek a FICA tax refund through Cathay for the period between 2007 and 2015.

5. How Much Can I Expect To Receive?

Cathay has agreed to pay a total of \$1,900,000 to settle the Lawsuit (the "Settlement Amount"). Deductions from this amount will be taken to pay (a) the attorneys' fees and costs of Class Counsel for their work on this case (described in Section 6); (b) the Named Plaintiffs and class representatives up to \$10,000 each for acting as class representatives (there are three class representatives, for a potential total of \$30,000, subject to court approval); (c) the Labor Workforce Development Agency \$28,500 for payment of civil penalties under the California Private Attorneys General Act; and (d) settlement administration costs of up to \$12,000 to the Settlement Administrator.

After these amounts are deducted from the Settlement Amount, the remaining amounts (the "Net Settlement Amount") will be used to pay Class Members like you. Each Class Member who does not opt out of this Settlement will receive an individual settlement payment in the amount of their pro-rata share of the Net Settlement Amount calculated as follows (a) with respect to 90% of the Net Settlement Amount, each Class Member will receive a pro rata share determined by dividing the total number of complete workweeks that Class Member worked as a California-based Cabin Crew member between October 26, 2013 and the preliminary approval date, by the total number of complete workweeks worked by all Class Members who participate in to the Settlement during that period; and (b) with respect to 10% of the Net Settlement Amount, each Class Member will receive a pro rata share determined by dividing the Class Members total completed years of service worked at Cathay from October 2006 through the preliminary approval date, by the total number of completed years of service worked by all Class Members who participate in to the Settlement from October 2006 through entry of the Preliminary Approval Order, excluding years of service between October 26, 2013 and the preliminary approval order date. The individual settlement amounts that will be paid to each Class Member using this formula are referred to as "Individual Settlement Payments." Applicable employee payroll taxes and withholdings will be deducted from each Class Member's Individual Settlement Payment.

Cathay's records indicate that you worked for Cathay as a California-based Cabin Crew member for a total of «Total_Work_Weeks» workweeks between October 26, 2013 and May 2, 2018, and that you have completed «Total_Years» years of service working as a California-based Cathay Cabin Crew member from October 2006 through May 2, 2018.

Based on Cathay's records, your estimated settlement payment is thus \$«Est_Settlement_Amount».

If you dispute the number of qualified workweeks or years of service set forth above, or if you address has changed, you may submit the Estimated Payment Form that was sent to you along with this form to the Settlement Administrator. The Estimated Payment Form, or a different written document explaining your dispute **must** be submitted to the Settlement Administrator by no later than June 18, 2018 at the address

listed below. You should submit any documentation that supports your dispute regarding the correct number of workweeks and/or years of service. The Settlement Administrator will be responsible for **resolving your dispute**.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

If you do not dispute the workweek or years of service figures set forth above and if your address has not changed, you do **not** need to submit the Estimated Payment Form.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

6. How Will The Attorneys For The Class Be Paid?

Class Counsel will ask the Court to approve payment of up to thirty percent (30%) of the total Settlement Amount (up to \$570,000) for their attorneys' fees. Class counsel will also ask the Court to reimburse them for their actual costs incurred in this Lawsuit. The reimbursement of the attorneys' costs will not be more than \$15,000. Class Counsel will also request that the Settlement Administrator's fees and expenses be reimbursed. The Settlement Administrator has agreed its fees and expenses will not exceed \$12,000. Class Counsel will file their request for attorneys' fees and costs no later than 15 days before the deadline to object to the settlement. You may find Class Counsel's request for attorneys' fees and costs at the following website after it has been filed: <http://ilymgroupclassaction.com/cases/cathaypacific.aspx>.

You will not have to pay the attorneys who represented the Class Members in this Lawsuit or the Settlement Administrator separately. The Court will consider Class Counsel's request for fees and costs on the same day as the Settlement Fairness Hearing, at 2:30 p.m. on September 18, 2018.

7. Whom Can I Contact If I have Further Questions?

The Court-appointed Administrator for this Class Action Settlement is as follows:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

This notice summarizes the proposed settlement. You can view the settlement agreement, Class Counsel's request for attorneys' fees, costs, and incentive awards, and the motion for final approval of the settlement, as well as any other pertinent papers, at the following website: <http://ilymgroupclassaction.com/cases/cathaypacific.aspx>

You can also review the relevant documents by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have any questions regarding this Notice or the proposed Settlement, you may also contact Class Counsel, identified below:

MEDINA McKELVEY LLP

Brandon McKelvey
 Timothy Nelson
 Medina McKelvey LLP
 983 Reserve Drive
 Roseville, CA 95678
 (916) 960-2211

BECK, BISMONTE & FINLEY, LLP

Alfredo Bismonte
 Ronald Finley
 Beck, Bismonte & Finley, LLP
 150 Almaden Blvd., 10th Floor
 San Jose, CA 95113
 (408) 938-7800

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

The Court has adopted the following schedule for this case:

Event	Timing
Class Notices mailed to Class Members	No earlier than 10 days and no later than 17 calendar days after May 2, 2018
Deadline for Class Members to raise any challenges to the workweek calculations or length of service calculations used in calculating their Individual Settlement Payment with the Settlement Administrator	Thirty (30) calendar days after the Settlement Administrator postmarks the Notice to Class Members
Deadline for filing Request for Exclusion or Objections to the Settlement	45 calendar days after the date the Claims Administrator postmarks the Class Notices to the members of the Class
Deadline for Parties to file written responses to any objections	14 days before the Final Approval Hearing
Final Approval Hearing	Tuesday, September 18, 2018, 2:30 p.m.

CLASS MEMBER SETTLEMENT ESTIMATED PAYMENT FORM

MARGARET TUMAMPOS, JONATHAN LAM, and CONNIE LAI, on their own behalf and on behalf of all others similarly situated, v. CATHAY PACIFIC AIRWAYS, LTD.

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
Case No. 4:16-CV-06208-CW

Instructions. If you want to receive a share of the class action settlement in the above-entitled case, review the information below to confirm that your contact and personal information is correct. **If this information is accurate, do not return this form.** You will automatically receive your share of the settlement once it is approved, unless you opt out of the proposed settlement.

Personal Information, Workweeks, and Potential Settlement Share. According to Cathay Pacific Airways, Ltd.'s records, the information in the chart below is applicable to you and sets forth your potential share of the settlement. If any of the information in the chart below **is not** correct, please provide the correct information in the third column of the chart along with an explanation regarding the disputed information and provide any supporting documentation you may have with your form. Then sign the declaration below under penalty of perjury, date it and mail it, postmarked no later than June 18, 2018, to the following address:

Cathay Pacific Airways Ltd. Class Action Administrator
c/o ILYM Group, Inc.
P. O. Box 2031
Tustin, CA 92781
Phone number: 888-250-6810

Do not mail or deliver this notice to the Court, the settling parties, or their counsel. **Only submit the corrected information to the claims administrator at the address above.** You are responsible for maintaining a copy of this completed form containing the corrected information. You will not receive any acknowledgment of receipt from the claims administrator. To prove that you mailed this form with the corrected information, you must send it to the claims administrator via certified mail. You are allowed to send it by regular mail, but, if it is lost or misplaced, you will have no ability to prove that you sent it on time unless you send it via certified mail.

If you submitted a request to opt out of the class, do not submit this form to the claims administrator, since you have chosen not to participate in this settlement. If you have questions about this form, you may contact the claims administrator at the above address and telephone number.

Category of Information	Information in Cathay's Records	Corrected Information Please describe the basis for your dispute and provide supporting documentary evidence
Name:	«Contact»	
Mailing Address:	«Address_1» «City», «State» «ZIP_Code»	
Workweeks: Number of weeks worked as a California-based Cabin Crew member between October 26, 2013, to May 2, 2018:	«Total_Work_Weeks»	
Length of Service: Number of completed years of service as a California-based Cabin Crew member between October 1, 2006, to May 2, 2018:	«Total_Years»	
Estimated Individual Settlement Payment (subject to change pending resolution of any disputed workweek claims and approval by Court of the settlement):	\$«Est_Settlement_Amount» 90% of this amount will be considered 1099 income from which no withholdings or deductions will be taken, and 10% will be considered wages, and necessary withholdings and deductions will be taken.	

If you change your weeks worked or years of service, the claims administrator will make a final determination concerning that information after consulting with Plaintiffs' counsel and Cathay's counsel and reviewing any documentary evidence you provide by August 14, 2018. Any completed forms that are not submitted by June 18, 2018, will be disregarded as untimely regardless of whether the assigned number of workweeks or years of service is disputed.

DECLARATION AND SIGNATURE

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

DATE

PRINT NAME

SIGNATURE

Please remember: It is your obligation to inform the settlement claims administrator of any changes to your mailing address before your receipt of your settlement share. Failure to update your mailing address may prevent your receipt of your settlement share.