

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Blvd.

Los Angeles, California 90024

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

Attorneys for Plaintiff, KEVIN SANTOS DE JESUS RAMIREZ
an individual and on behalf of himself and all others similarly situated

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq. (SBN 209776)

Vincent C. Granberry, Esq. (SBN 276483)

Alexander J. Aroeste, Esq. (SBN 332653)

8889 W. Olympic Boulevard, Suite 200

Beverly Hills, California 90211

Telephone: (310) 432-0000

Email: *jlavi@lelawfirm.com*

vgranberry@lelawfirm.com

aaroeste@lelawfirm.com

Attorneys for Plaintiff, RICHARD GONZALEZ
an individual and on behalf of herself and all others similarly situated

[Additional attorneys listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KEVIN SANTOS DE JESUS RAMIREZ and
RICHARD GONZALEZ, on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

CLAY LACY AVIATION, INC., a
California Corporation; BRIAN CHARLES
KIRKDOFFER, an individual; BRADFORD
WILLIAM WRIGHT, an individual and;
DOES 1 through 100, inclusive

Defendants.

CASE NO.: 23STCV02539

Related case No.: 23STCV08040

[Assigned for All Purposes to:
Hon. Elihu P. Berle, Dept. 6]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: February 6, 2023

Trial Date: None Set



1 *[Additional attorneys]*

2 **O'HAGAN MEYER LLP**

3 Daniel H. Qualls (SBN 109036)

4 *dqualls@ohaganmeyer.com*

5 J. Cruz Zavala-Gracia, Esq. (SBN332671)

6 *czavala@ohaganmeyer.com*

7 Embarcadero Center, Suite 2100

8 San Francisco, California 94111

9 Tel: (628) 626-6110

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Attorneys for Defendants, CLAY LACY AVIATION, INC, BRIAN CHARLES
KIRKDOFFER, and BRADFORD WILLIAM WRIGHT



1 This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made by and between plaintiffs KEVIN SANTOS DE JESUS
3 RAMIREZ (“Plaintiff Ramirez”) and RICHARD GONZALEZ (“Plaintiff Gonzalez” and with
4 Plaintiff Ramirez, “Plaintiffs”), on the one hand; and Defendants CLAY LACY AVIATION,
5 INC, BRIAN CHARLES KIRKDOFFER, and BRADFORD WILLIAM WRIGHT
6 (“Defendants”), on the other hand. The Agreement refers to Plaintiffs and Defendants
7 collectively as “Parties,” or individually as “Party.”

8 1. DEFINITIONS

9 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations, against
10 Defendants, captioned *Ramirez and Gonzalez v. Clay Lacy Aviation, Inc. et al*, Case No.
11 23STCV02539, initiated on February 6, 2023, and pending in the Los Angeles County Superior
12 Court, County of Los Angeles.

13 1.2. “Administrator” means Apex Class Action, LLC the neutral entity Plaintiff has agreed to
14 appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employees” all individuals who worked for Defendants as hourly non-
20 exempt employees at any time between October 20, 2020, to August 27, 2024. (the “PAGA
21 Period”) in the State of California.

22 1.5. “Class” or “Settlement Class” means all current and form hourly non-exempt employees
23 who worked for Defendants in California at any time during the Class Period.

24 1.6. “Class Counsel” means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group,
25 P.C. and Joseph Lavi, Vincent C. Granberry, and Alexander J. Aroeste of Lavi & Ebrahiman,
26 LLP

27 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
28 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and



1 expenses, respectively, incurred to prosecute the Action.

2 1.8. "Class Data" means Class Member identifying information in Defendants' custody,
3 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3)
4 last known telephone number(s); (4) last four digits of the last known Social Security Number(s);
5 and (5) number of Workweeks and PAGA Pay Periods.

6 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either
7 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
8 Class Member who qualifies as an Aggrieved Employee).

9 1.10. "Class Member Address Search" means the Administrator's investigation and search for
10 current Class Member mailing addresses using all reasonably available sources, methods and
11 means including, but not limited to, the National Change of Address database, skip traces, and
12 direct contact by the Administrator with Class Members.

13 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
14 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
15 Class Members in English and Spanish in the form, without material variation, attached as
16 **Exhibit A** and incorporated by reference into this Agreement.

17 1.12. "Class Period" means the period from October 20, 2017, through August 27, 2024.

18 1.13. "Class Representatives" means the named Plaintiffs in the operative complaint in the
19 Action seeking Court approval to serve as a Class Representative.

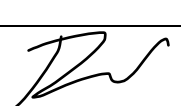
20 1.14. "Class Representative Incentive Award" means the payment to the Class Representative
21 for initiating the Action and providing services in support of the Action.

22 1.15. "Court" means the Superior Court of California, County of Los Angeles - Spring Street
23 Courthouse.

24 1.16. "Defendants" means named Defendants Clay Lacy Aviation, Inc., Brian Charles
25 Kirkdoffer, and Bradford William Wright

26 1.17. "Defense Counsel" means Daniel H. Qualls, J. Cruz Zavala-Gracia, Esq. from O'Hagan
27 Meyer LLP.

28 1.18. "Effective Date" means the later of the following dates: (a) if no objection to the



1 settlement is made, then no later than fourteen (14) calendar days after service of the Court's
2 order in connection with Final Approval on Defense Counsel; (b) if an objection is made but no
3 appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period;
4 or (c) if an appeal is filed, then no later than fourteen (14) calendar days after the final judgment
5 becomes final and is no longer subject to appeal.

6 1.19. "Final Approval" or "Final Approval Order" means the Court's order granting final
7 approval of the Settlement.

8 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
9 of the Settlement.

10 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
11 Approval.

12 1.22. "Gross Settlement Amount" means \$1,400,000.00 (One Million and Four Hundred
13 Thousand Dollars and Zero Cents) which is the total amount Defendants agree to pay under the
14 Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes
15 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will
16 be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
17 Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative
18 Incentive Award, and Administrator's Expenses.

19 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
20 Net Settlement Amount calculated according to the number of Workweeks worked during the
21 Class Period.

22 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
23 the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
24 Period.

25 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

26 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
27 entitled to a portion of the PAGA Penalties, under Labor Code section 2699, subd. (i).

28 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA



under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) Individual PAGA Payments, (b) the LWDA PAGA Payment, (c) Class Representative Incentive Award, (d) Class Counsel Fees Payment, (e) Class Counsel Litigation Expenses Payment, and (f) Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Action.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was employed by Defendants for at least one day (1) during the PAGA Period..

1.32. “PAGA Period” means the period from October 20, 2020, through August 27, 2024.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.34. “PAGA Notice” means Plaintiff Ramirez’s January 31, 2023, letter to Defendants and the LWDA, and Plaintiff Gonzalez’s October 20, 2021, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiffs,” “Named Plaintiffs,” or “Class Representatives” means Kevin De Jesus Ramirez and Richard Gonzales, the named plaintiffs in the Action.

1.38. “Preliminary Approval” means the Court’s Order granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the Court’s Order granting Preliminary Approval of the Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2



below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.42. “Released Parties” means: Defendants, including each of their past, present, and future parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, and assigns, as well as their respective past, present, and future owners, officers, directors, employees, managers, agents, principals, representatives, administrators, accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Workweek” means any week during which a Class Member worked for Defendant for at least one (1) day during the Class Period.

2. RECITALS

2.1. On October 20, 2021, Plaintiff Gonzalez filed a putative class action complaint titled *Richard Gonzalez v. Clay Lacy Aviation, Inc.* in the Superior Court of California, County of Los Angeles (Case No. 21STCV38630).

2.2. On March 1, 2022, Plaintiff Gonzalez filed a lawsuit for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698, et seq., titled



1 *Richard Gonzalez v. Clay Lacy Aviation, Inc.* with the Superior Court of California, County of
2 Los Angeles (Case No. 22STCV07454).

3 2.3. On October 12, 2022, Plaintiff Gonzalez filed a First Amended Complaint in the Superior
4 Court of California, County of Los Angeles, adding his PAGA claims to his class action
5 complaint.

6 2.4. On February 6, 2023, Plaintiff Ramirez filed a putative class action complaint against
7 Defendants, in the Superior Court of California, County of Los Angeles, with Case No.
8 23STCV02539 (the “Ramirez Class Action”).

9 2.5. On April 11, 2023, Plaintiff Ramirez filed two separate lawsuits for Civil Penalties
10 Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698, et
11 seq., with both the Superior Court of California, Counties of Orange (Case Number 30-2023-
12 01318095-CU-OE-CXC) and Los Angeles (Case Number 23STCV08040), both titled *Kevin*
13 *Santos De Jesus Ramirez v. Clay Lacy Aviation, Inc.; Brian Charles Kirkdoffer, and Bradford*
14 *William Wright*. On July 12, 2023, Plaintiff Ramirez dismissed without prejudice his PAGA
15 action filed on with the Superior Court of California, County of Orange (Case Number 30-2023-
16 01318095-CU-OE-CXC). Plaintiff’s PAGA claim, titled *Kevin Santos De Jesus Ramirez v. Clay*
17 *Lacy Aviation, Inc., Brian Charles Kirkdoffer, and Bradford William Wright*, is pending before
18 the Superior Court of California, County of Los Angeles, Case Number 23STCV08040. (the
19 “Ramirez PAGA Action”)

20 2.6. On October 4, 2023, Plaintiff Gonzalez filed a Second Amended Complaint in the
21 Superior Court of California, County of Los Angeles, adding additional allegations to his class
22 action complaint. (“the Gonzalez Action”)

23 2.7. On October 20, 2023, Defendants filed a Notice of Related Cases with respect to the
24 corresponding Ramirez Class (23STCV02539) and PAGA (23STCV08040) actions on October
25 20, 2023. Defendants deny the allegations in the aforescribed complaints filed by Plaintiff
26 Ramirez and Plaintiff Gonzalez, denies any failure to comply with the laws identified in said
27 complaints, and denies any and all liability for the causes of action alleged.
28



2.8. Plaintiff Ramirez's and Plaintiff's Gonzale's investigation are sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.9. On August 27, 2024, the Parties participated in an all-day mediation presided over by Ms. Katherine J. Edwards, which led to the Parties reaching an agreement to settle the Ramirez Class and PAGA Action. Thereafter, the Parties agreed to add Plaintiff Gonzalez as a named plaintiff as part of the Ramirez Class and PAGA Action. The Parties intend to file a First Amended Complaint in the Action to effectively consolidate all of the matters as part of this Settlement.

2.10. The Court has not granted class certification.

2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending apart from the pending matter styled *Francisco Sanchez v. Clay Lacy Aviation, Inc* that was filed on February 25, 2025 in the Superior Court of California, County of Los Angeles (Case No. 25STCV05275), that asserts claims that will be affected by this Agreement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants promises to pay \$1,400,000.00 as the Gross Settlement Amount ("GSA"), unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Incentive Award to Plaintiffs in the amount of \$9,900.00 each, for a total of \$19,800.00 to Plaintiffs, in addition to any Individual



1 Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as
2 a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class
3 Representative Incentive Award that does not exceed this amount. As part of the
4 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
5 Plaintiff will seek Court approval for any Class Representative Incentive Award prior
6 to the Final Approval Hearing. If the Court approves a Class Representative Incentive
7 Award less than the amount requested, the Administrator will retain the remainder in
8 the Net Settlement Amount and shall be distributed to Participating Class Members as
9 part of their Individual Settlement Payment. The Administrator will pay the Class
10 Representative Incentive Award using IRS Form 1099. Plaintiffs assume full
11 responsibility and liability for any applicable employee taxes owed on the Class
12 Representative Incentive Award.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty five
14 percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to
15 Paragraph 8.1 of this Agreement, is currently estimated to be \$490,000.00 and a Class
16 Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendants will
17 not oppose requests for these payments provided that do not exceed these amounts.
18 Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees
19 Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing.
20 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
21 Expenses Payment less than the amounts requested, the Administrator will allocate the
22 remainder to the Net Settlement Amount. Released Parties shall have no liability to
23 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion
24 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
25 The Administrator will pay the Class Counsel Fees Payment and Class Counsel
26 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
27 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
28 Class Counsel Litigation Expenses Payment and holds Defendants harmless, and



1 indemnifies Defendants, from any dispute or controversy regarding any division or
2 sharing of any of these Payments. There will be no additional charge of any kind to
3 either the Settlement Class Members or request for additional consideration from
4 Defendants for such work unless, Defendants materially breaches this Agreement,
5 including any term regarding funding, and further efforts are necessary from Class
6 Counsel to remedy said breach, including, without limitation, moving the Court to
7 enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs
8 and expenses in amounts that are less than the amounts provided for herein, then the
9 unapproved portion(s) shall be a part of the Net Settlement Amount.

10 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
11 \$9,990.00 except for a showing of good cause and as approved by the Court. To the
12 extent the Administration Expenses are less or the Court approves payment less than
13 \$9,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

14 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
15 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
16 by all Participating Class Members during the Class Period and (b) multiplying the
17 result by each Participating Class Member's Workweeks.

18 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
19 Class Member's Individual Class Payment will be allocated to settlement of
20 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
21 withholding and will be reported on an IRS W-2 Form. The 80% of each
22 Participating Class Member's Individual Class Payment will be allocated to
23 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
24 Non-Wage Portions are not subject to wage withholdings and will be reported
25 on IRS 1099 Forms. Participating Class Members assume full responsibility and
26 liability for any employee taxes owed on their Individual Class Payment.

27 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
28 Class Payments. Non-Participating Class Members will not receive any



Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendants estimates there are 619 Class Members who collectively worked a total of no more than 68,278 Workweeks, and 467 Aggrieved Employees who worked a total of 22,070 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. Defendant shall also provide to Class Counsel a declaration from their data analyst no later than 14 days after Preliminary Approval attesting to the Class Data. To protect Class Members' privacy rights, the Administrator must maintain the



Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send



1 Participating Class Members a single check combining the Individual Class Payment
2 and the Individual PAGA Payment in each installment. Before mailing any checks, the
3 Settlement Administrator must update the recipients' mailing addresses using the
4 National Change of Address Database.

5 4.4.2. The Administrator must conduct a Class Member Address Search for all other
6 Class Members whose checks are returned undelivered without USPS forwarding
7 address. Within 7 days of receiving a returned check the Administrator must re-mail
8 checks to the USPS forwarding address provided or to an address ascertained through
9 the Class Member Address Search. The Administrator need not take further steps to
10 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
11 The Administrator shall promptly send a replacement check to any Class Member whose
12 original check was lost or misplaced, requested by the Class Member prior to the void
13 date.

14 4.4.3. For any Class Member whose Individual Class Payment check or Individual
15 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
16 shall transmit the funds represented by such checks to the Unclaimed Property Fund

17 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
18 not obligate Defendants to confer any additional benefits or make any additional
19 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
20 specified in this Agreement.

21 **5. RELEASE OF CLAIMS**

22 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
23 and on the date after Defendants fully funds the Gross Settlement Amount and all employer
24 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class
25 Members, and Class Counsel will release claims against all Released Parties as follows:

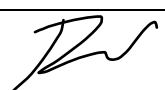
26 5.1. Plaintiff's Release. Plaintiffs and their respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully
28 and forever releases and discharges the Released Parties of and from any and all claims, demands,



1 causes of action, charges and grievances, of whatever kind or nature, state or federal, whether
2 known or unknown, suspected or unsuspected that Plaintiffs now owns or holds or has at any
3 time before this date owned or held against the Released Parties ("Plaintiff's Release"). Plaintiffs'
4 Release includes, but is not limited to, (a) all claims that were, or reasonably could have been,
5 alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were,
6 or reasonably could have been, alleged based on facts contained in the Operative Complaint and
7 Plaintiffs' PAGA Notices; (c) Plaintiffs' Release includes, but is not limited to, claims arising
8 under the Labor Code, IWC Wage Orders, any and all claims that arose out of or are in any way
9 connected with Plaintiff's employment with or work for Released Parties or Plaintiffs' separation
10 from Released Parties and that are related to or pertain to any law which arose out of or are in
11 any way connected with any transactions, occurrences, acts, omissions, loss, damage, or injury
12 whatsoever resulting from any act committed or omission made prior to the date of this
13 Agreement; (d) Plaintiffs' Release includes any other claims arising under any other statute,
14 ordinance, rule, regulation, and all other claims, charges, damages, losses, demands and causes
15 of action of any kind whatsoever, fixed or contingent, and whether known or unknown, suspected
16 or unsuspected, which Plaintiffs now owns or holds or has at any time before the date of this
17 Agreement has owned or held against the Released Parties.

18 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
19 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
20 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
21 Period. Plaintiffs acknowledges that they may discover facts or law different from, or in addition
22 to, the facts or law Plaintiffs now knows or believes to be true but agree that Plaintiffs' Release
23 shall remain effective in all respects, notwithstanding such different or additional facts or
24 discovery of them.

25
26 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs
27 expressly waive and relinquish the provisions, rights, and benefits, if any, of section
28 1542 of the California Civil Code, which reads:



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

5 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
6 Members, on behalf of themselves and their respective former and present representatives,
7 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
8 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
9 Operative Complaint.

10 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
11 release any other claims, including claims for vested benefits, wrongful termination, violation of
12 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
13 workers' compensation, or claims based on facts occurring outside the Class Period.

14 5.4. Release of PAGA Claims: For the duration of the PAGA Period and to the extent
15 permitted by law, the LWDA and the State of California, by and through Plaintiffs as an agent
16 and proxy of the LWDA, release the Released Parties from all claims for any and all claims for
17 PAGA civil penalties that were alleged, or could have been alleged based on the facts stated in
18 the Operative Complaint and the PAGA Notices.

19 **6. MOTION FOR PRELIMINARY APPROVAL**

20 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
21 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
22 Approvals.

23 6.1. Within 14 days of full execution of this Agreement, Defendants will prepare and deliver
24 to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts
25 relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres
26 Recipient

27 6.2. Plaintiff's Responsibilities. Plaintiffs will prepare and endeavor to deliver to Defense
28 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the



1 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
2 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
3 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
4 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
5 declaration from the Administrator attaching its “not to exceed” bid for administering the
6 Settlement and attesting to its willingness to serve; competency; operative procedures for
7 protecting the security of Class Data; amounts of insurance coverage for any data breach,
8 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
9 interest with Class Members; and the nature and extent of any financial relationship with
10 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming
11 willingness and competency to serve and disclosing all facts relevant to any actual or potential
12 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm
13 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
14 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
15 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
16 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
17 with Class Members and the Administrator.

18 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
19 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
20 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
21 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
22 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
23 Administrator.

24 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
25 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
26 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
27 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
28 Approval or conditions Preliminary Approval on any material change to this Agreement, Class



Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if



applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional



1 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
2 is a letter from a Class Member or his/her representative, signed by the Class Member,
3 that reasonably communicates the Class Member's election to be excluded from the
4 Settlement and includes the Class Member's name, signature, the last four digits of their
5 Social Security Number, address, and email address or telephone number. To be valid,
6 a Request for Exclusion must be timely postmarked by the Response Deadline.

7 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The Administrator
9 shall accept any Request for Exclusion as valid if the Administrator can reasonably
10 ascertain the identity of the person as a Class Member and the Class Member's desire
11 to be excluded. The Administrator's determination shall be final and not appealable or
12 otherwise susceptible to challenge. If the Administrator has reason to question the
13 authenticity of a Request for Exclusion, the Administrator may demand additional proof
14 of the Class Member's identity. The Administrator's determination of authenticity shall
15 be final and not appealable or otherwise susceptible to challenge.

16 7.5.3. Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
18 to all benefits and bound by all terms and conditions of the Settlement, including the
19 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
20 regardless whether the Participating Class Member actually receives the Class Notice or
21 objects to the Settlement.

22 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or
24 have the right to object to the class action components of the Settlement. Because future
25 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
26 Participating Class Members who are Aggrieved Employees are deemed to release the
27 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
28 PAGA Payment.



1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
2 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
3 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
4 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
5 the allocation by communicating with the Administrator via mail. The Administrator must
6 encourage the challenging Class Member to submit supporting documentation. In the absence
7 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
8 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
9 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
10 Periods shall be final and not appealable or otherwise susceptible to challenge. The
11 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
12 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
13 the challenges.

14 7.7. Objections to Settlement

15 7.7.1. Only Participating Class Members may object to the class action components of
16 the Settlement and/or this Agreement, including contesting the fairness of the
17 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
18 Counsel Litigation Expenses Payment and/or Class Representative Incentive Award.

19 7.7.2. Participating Class Members may send written objections to the Administrator, by
20 mail. In the alternative, Participating Class Members may appear in Court (or hire an
21 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
22 A Participating Class Member who elects to send a written objection to the
23 Administrator must do so not later than 45 days after the Administrator's mailing of the
24 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
25 mailed).

26 7.7.3. Non-Participating Class Members have no right to object to any of the class action
27 components of the Settlement.

28 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be



1 performed or observed by the Administrator contained in this Agreement or otherwise.

2 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
3 and use an internet website to post information of interest to Class Members including
4 the date, time and location for the Final Approval Hearing and copies of the Settlement
5 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
6 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
7 Class Counsel Litigation Expenses Payment and Class Representative Incentive Award,
8 the Final Approval and the Judgment. The Administrator will also maintain and monitor
9 an email address and a toll-free telephone number to receive Class Member calls and
10 emails.

11 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
13 Not later than 5 days after the expiration of the deadline for submitting Requests for
14 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
15 containing (a) the names and other identifying information of Class Members who have
16 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
17 other identifying information of Class Members who have submitted invalid Requests
18 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
19 (whether valid or invalid).

20 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
21 reports to Class Counsel and Defense Counsel that, among other things, tally the number
22 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
23 Exclusion (whether valid or invalid) received, objections received, challenges to
24 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
25 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
26 Weekly Reports must include provide the Administrator’s assessment of the validity of
27 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
28 received.



1 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all
3 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
4 Administrator's decision shall be final and not appealable or otherwise susceptible to
5 challenge.

6 7.8.5. Administrator's Declaration. Before the date by which Plaintiffs is required to file
7 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
8 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
9 due diligence and compliance with all of its obligations under this Agreement, including,
10 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
11 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
12 Requests for Exclusion from Settlement it received (both valid or invalid), the number
13 of written objections and attach the Exclusion List. The Administrator will supplement
14 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
15 responsible for filing the Administrator's declaration(s) in Court.

16 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
17 disburses all funds in the Gross Settlement Amount, the Administrator will provide
18 Class Counsel and Defense Counsel with a final report detailing its disbursements by
19 employee identification number only of all payments made under this Agreement. At
20 least 7 days before any deadline set by the Court, the Administrator will prepare, and
21 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
22 Court attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

24 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

25 Based on its records, Defendants estimates that, as of the date of this Settlement
26 Agreement, (1) there are 619 Class Members and no more than 68,278 Total Workweeks during
27 the Class Period and (2) there are 467 Aggrieved Employees who worked 22,070 Pay Periods
28 during the PAGA Period.



8.1 Increase in Workweeks. Defendants understands and believes that there are approximately no more than 68,278 Workweeks worked during the Class Period. In the event the number of Workweeks worked during the Class Period increases by more than 10% (i.e., or an additional 6,829 Workweeks worked during the Class Period), then the Gross Settlement shall be increased proportionally by the Workweeks worked in excess of 75,106 multiplied by the Workweek Value, the Defendants may elect to either (A) increase the GSA by the percentage difference of 75,106 and the actual number of Work Weeks, or (B) end the release date as of the date the 75,106 Work Weeks are reached. For example, if Work Weeks exceed 68,278 by 15%, Defendants shall increase the GSA by 5% or end the release date as of the date 75,106 Work Weeks are reached.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Incentive Award, Class Counsel Fees Payment, Class Counsel Litigation



Expenses Payment, and Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Incentive Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.



1 **10. AMENDED JUDGMENT**

2 10.1 If any amended judgment is required under the Code of Civil Procedure section 384, the
3 Parties will work together in good faith to jointly submit a proposed amended judgment.

4 **11. ADDITIONAL PROVISIONS**

5 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
6 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendants
8 that any of the allegations in the Operative Complaint have merit or that Defendants has any
9 liability for any claims asserted; nor should it be intended or construed as an admission by
10 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
11 certification and representative treatment is for purposes of this Settlement only. If, for any
12 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
13 reserves the right to contest certification of any class for any reasons, and Defendants reserves
14 all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
15 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
16 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
17 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
18 Settlement and this Agreement).

19 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
20 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
21 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
22 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
23 or indirectly, specifically or generally, to any person, corporation, association, government
24 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
25 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
26 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
27 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
28 government agency. Each Party agrees to immediately notify each other Party of any judicial or



1 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
2 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
3 conversation or other communication, before the filing of the Motion for Preliminary Approval,
4 any with third party regarding this Agreement or the matters giving rise to this Agreement except
5 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
6 restrict Class Counsel’s communications with Class Members in accordance with Class
7 Counsel’s ethical obligations owed to Class Members.

8 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
11 ability to communicate with Class Members in accordance with Class Counsel’s ethical
12 obligations owed to Class Members.

13 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
20 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
21 terms of this Agreement including any amendments to this Agreement.

22 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.



1 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed or agreed to by all
11 Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly
12 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
13 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
14 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
15 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
16 the use of signatures previously provided by the Parties.

17 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the State of California, without
21 regard to conflict of law principles.

22 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting

25 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
26 during Action and in this Agreement relating to the confidentiality of information shall survive
27 the execution of this Agreement

28 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code



1 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
2 in connection with the mediation, other settlement negotiations, or in connection with the
3 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
4 be used in any way that violates any existing contractual agreement, statute, or rule of court.

5 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
8 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
9 weekend or federal legal holiday, such date or deadline shall be on the first business day
10 thereafter.

11 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
12 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
13 of this Agreement shall be accepted as an original. All executed counterparts and each of them
14 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
15 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
16 prove the existence and contents of this Agreement.

17 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
18 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
19 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
20 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
21 process.

22 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
23 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
24 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel
25 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
26 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
27 Agreement.
28



11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Kevin Santos De Jesús Ramirez

Plaintiff, KEVIN SANTOS DE JESUS
RAMIREZ

For Defendant, CLAY LACY
AVIATION, INC

Plaintiff, RICHARD GONZALEZ

For Defendant, BRIAN CHARLES
KIRKDOFFER

For Defendant, BRADFORD WILLIAM
WRIGHT

[Additional signatures on next page]

AGREED AS TO FORM ONLY:

Vedang J Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff KEVIN SANTOS DE
JESUS RAMIREZ

DANIEL H. QUALLS
J. CRUZ ZAVALA-GRACIA, ESQ.
Counsel for Defendants

JOSPEH LAVI
VINCENT C. GRANBERRY
ALEXANDER J. AROESTE
Counsel for Plaintiff RICHARD
GONZALEZ

IT IS SO AGREED AND ACCEPTED:

Dated: _____

Plaintiff, KEVIN SANTOS DE JESUS
RAMIREZ

Dated: 10/01/2025


Plaintiff, RICHARD GONZALEZ

Dated: _____

For Defendant, CLAY LACY
AVIATION, INC

Dated: _____

For Defendant, BRIAN CHARLES
KIRKDOFFER

Dated: _____

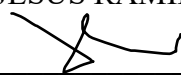
For Defendant, BRADFORD WILLIAM
WRIGHT

AGREED AS TO FORM ONLY:

Dated: _____

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff KEVIN SANTOS DE
JESUS RAMIREZ

Dated: 10/01/2025


JOSPEH LAVI
VINCENT C. GRANBERRY
ALEXANDER J. AROESTE
Counsel for Plaintiff RICHARD
GONZALEZ

Dated: _____

DANIEL H. QUALLS
J. CRUZ ZAVALA-GRACIA, ESQ.
Counsel for Defendants CLAY LACY
AVIATION, INC, BRIAN CHARLES
KIRKDOFFER, and BRADFORD
WILLIAM WRIGHT

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
2 prove the existence and contents of this Agreement.

3 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
5 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
6 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
7 process.

8 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
9 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
10 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
11 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
12 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
13 Agreement.

14
15
16
17
18 **IT IS SO AGREED:**

19
20
21 _____
22 Plaintiff, KEVIN SANTOS DE JESUS
23 RAMIREZ

24 _____
25 Plaintiff, RICHARD GONZALEZ



For Defendant, CLAY LACY
AVIATION, INC



For Defendant, BRIAN CHARLES
KIRKDOFFER



For Defendant, BRADFORD WILLIAM
WRIGHT

AGREED AS TO FORM ONLY:

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff KEVIN SANTOS DE
JESUS RAMIREZ


DANIEL H. QUALLS
J. CRUZ ZAVALA-GRACIA, ESQ.
Counsel for Defendants CLAY LACY
AVIATION, INC, BRIAN CHARLES
KIRKDOFFER, and BRADFORD
WILLIAM WRIGHT

JOSPEH LAVI
VINCENT C. GRANBERRY
ALEXANDER J. AROESTE
Counsel for Plaintiff RICHARD
GONZALEZ

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