

07/27/2026

David W. Slayton, Executive Officer / Clerk of Court

By: B. Cumplido Deputy

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Keaton D. Mendoza (SBN 321172)

kmendoza@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

[Additional attorneys listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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]

~~[PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

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 himself and all others similarly situated

1 This Court, having considered the motion of plaintiffs Kevin Santos De Jesus Ramirez
2 (“Plaintiff Ramirez”) and Richard Gonzalez (“Plaintiff Gonzalez and with Plaintiff Ramirez,
3 “Plaintiffs”), for Preliminary Approval of the Class Action and Representative Action Settlement
4 and Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary
5 Approval”), the Declarations of Vedang J. Patel, David D. Bibiyan, Alexander J. Aroeste, Sean
6 Hartranft, and Plaintiffs, the Class and PAGA Settlement Agreement (the “Settlement,” “Settlement
7 Agreement” or “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date
8 for Final Approval Hearing (“Class Notice”), and other documents submitted in support of the
9 Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
13 Class Members” or “Class Members”) for the purpose of settlement only: all current and former
14 hourly non-exempt employees who worked for defendants Clay Lacy Aviation, Inc., Brian Charles
15 Kirkdoffer, and Bradford William Wright (collectively, “Defendants”) in California at any time
16 during the period between October 20, 2017 through August 27, 2024 (“Class Period”).

17 3. The Court preliminarily appoints the named Plaintiffs as Class Representatives. The
18 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
19 P.C.; as well as and Joseph Lavi, Vincent C. Granberry, and Alexander J. Aroeste of Lavi &
20 Ebrahimian, LLP, as Class Counsel.

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
26 probable outcome of further litigation relating to liability and damages issues. It further appears that
27 extensive and costly investigation and research has been conducted such that counsel for the parties
28

1 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
2 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears
4 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
5 negotiations utilizing an experienced third-party neutral.

6 5. The Court approves, as to form and content, the Class Notice that has been submitted
7 herewith and attached hereto as Exhibit A.

8 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.
12 The deadline for mailing the Class Notice to all Class Members is August 20, 2026.

13 7. The Court hereby preliminarily approves the definition and disposition of the Gross
14 Settlement Amount of \$1,400,000.00 which is inclusive of: attorneys' fees of not more than thirty-
15 five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the
16 Settlement Agreement, amounts to \$490,000.00, in addition to actual costs incurred of up to
17 \$50,000.00; a service award of \$9,900.00 to each Plaintiff, for a total of \$19,800.00 to Plaintiffs;
18 costs of settlement administration of no more than \$9,900.00 and Private Attorneys' General Act of
19 2004 ("PAGA") penalties in the amount of \$10,000.00, of which \$7,500.00 (75%) will be paid to
20 the Labor and Workforce Development Agency ("LWDA") and \$2,500.00 (25%) to Aggrieved
21 Employees.

22 8. "Aggrieved Employees" means all individuals who worked for Defendants as hourly
23 non-exempt employees at any time during the period between October 20, 2020, to August 27, 2024
24 ("PAGA Period") in the State of California.

25 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
26 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

27 10. "Workweek" means any week during which a Class Member was employed by
28

1 Defendants for at least one day in a non-exempt, hourly-paid position during the Class Period in
2 California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

3 11. The Settlement was negotiated based on Defendants' representation that there are
4 approximately no more than 68,278 Workweeks worked during the Class Period. In the event the
5 number of Workweeks worked during the Class Period increases by more than 10% (i.e., or an
6 additional 6,829 Workweeks worked during the Class Period), then the Gross Settlement Amount
7 shall be increased proportionally by the Workweeks worked in excess of 75,106 multiplied by the
8 Workweek Value, the Defendants may elect to either (A) increase the Gross Settlement Amount by
9 the percentage difference of 75,106 and the actual number of Work Weeks, or (B) end the release
10 date as of the date the 75,106 Work Weeks are reached. For example, if Work Weeks exceed 68,278
11 by 15%, Defendants shall increase the Gross Settlement Amount by 5% or end the release date as
12 of the date 75,106 Work Weeks are reached.

13 12. The Court deems, Apex Class Action LLC. ("Settlement Administrator,"
14 "Administrator," or "Apex"), and payment of administrative costs, not to exceed \$9,990.00 out of
15 the Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

16 13. Not later than 14 days after the Court grants Preliminary Approval of the Settlement,
17 or August 6, 2026, Defendants will simultaneously deliver the Class Data to the Administrator, in
18 the form of a Microsoft Excel spreadsheet. "Class Data" means Class Member identifying
19 information in Defendants' custody, possession, or control, including the Class Member's (1) name;
20 (2) last known address(es); (3) last known telephone number(s); (4) last four digits of the last known
21 Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-
22 hire date(s) and/or separation date(s)).

23 14. The Settlement Administrator shall perform an address search using the United States
24 Postal Service National Change of Address ("NCOA") database and update the addresses contained
25 on the Class List with the newly-found addresses, if any.

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

5 16. Class Members who wish to exclude themselves (opt out of) the Class Settlement
6 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
7 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
8 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
9 representative that reasonably communicates the Class Member's election to be excluded from the
10 Settlement and includes the Class Member's name, address and email address or telephone number.
11 To be valid, a Request for Exclusion must be timely postmarked by October 20, 2026.

12 17. Each Class Member shall have 45 days after the Administrator mails the Class Notice
13 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
14 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
15 Class Notice. To be valid, this challenge must be timely postmarked by October 20, 2026.

16 18. Only Participating Class Members may object to the class action components of the
17 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
18 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
19 and/or Class Representatives Incentive Award. Participating Class Members may send written
20 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
21 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
22 Hearing.

23 19. If a Class Member submits both an objection and a Request for Exclusion, the
24 Request for Exclusion will control and the Objection will be overruled.

25 20. All papers filed in support of final approval, including supporting documents for
26 attorneys' fees and costs, shall be filed by September 18, 2026, in advance of the Final Fairness and
27 Approval Hearing.
28

1 21. The deadline for filing responses to Objections and for the Administrator to submit
2 final report regarding the Requests for Exclusion and Objections is November 13, 2026.

3 22. A Final Fairness and Approval Hearing shall be held with the Court on November
4 30, 2026 at 09:00 a.m. in Department 6 of the above-entitled Court to determine: (1) whether the
5 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
6 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service
7 award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and
8 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

9 23. For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall
11 transmit the funds represented by such checks to the Unclaimed Property Fund.

12
13 **IT IS SO ORDERED.**

14
15 Dated: 07/27/2026



Elihu M. Berle

Judge of the Superior Court
Elihu M. Berle / Judge

EXHIBIT “A”

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Ramirez v. Clay Lacy Aviation, Inc.

(County of Los Angeles, California Superior Court Case Nos. 23STCV0253)

As a current or former non-exempt, hourly-paid California employee of Clay Lacy Aviation, Inc. you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendants Clay Lacy Aviation, Inc., Brian Charles Kirkdoffer, and Bradford William Wright. (collectively, “Defendants”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the period from October 20, 2017, to August 27, 2024 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Ramirez v. Clay Lacy Aviation, Inc. et al*, Superior Court of California, County of Los Angeles Case No. 23STCV0253 (the “Lawsuit”), alleging causes of action against Defendants for: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties; (6) wage statement violations; and (7) unfair competition, among others. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys’ General Act (“PAGA”). Defendants deny any wrongdoing but have agreed to settle the matter and resolve this dispute.
- On July 23, 2026, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from October 20, 2020, through August 27, 2024 ("PAGA Period") as a non-exempt, hourly-paid employee of Defendants, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action LLC, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for November 30, 2026 at 09:00AM in Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012.
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The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 09:00 a.m. on November 30, 2026, in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012, in Department 6. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as a non-exempt, hourly-paid employee, either directly or through any subsidiary, staffing agency, or professional employer organization, in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Kevin Santos De Jesus Ramirez and Richard Gonzalez (collectively, "Plaintiffs") were non-exempt, hourly-paid employees of Defendants. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendants' alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, waiting time penalties; wage statement violations; and unfair competition

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Defendants deny all the allegations made by Plaintiffs and deny that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,400,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$9,990.00 (2) a service award of up to \$9,900.00 to Plaintiffs, each, for a total amount of \$19,800.00, for their time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$490,000.00; (4) up to \$50,000.00 in litigation costs to Class Counsel,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

according to proof; and (5) payment allocated to PAGA penalties in the amount of \$10,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$7,500.00, will be paid to the LWDA and twenty-five percent (25%), or \$2,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$820,210.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants understands and believe 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.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) x Participating Class Member's Workweeks = Participating Class Member's Individual Class Payment. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a *pro rata* share of the \$2,500.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Office, Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (i.e., your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

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

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

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

“Released Parties” means Defendants, including each of its 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.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address and email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and mail your written request for exclusion to the address below.

Apex Class Action LLC
[Mailing Address]

Your written request for exclusion must be mailed and postmarked to the Administrator not later than October 20, 2026. If you submit a Request for Exclusion that is not postmarked by this date, your Request for Exclusion will be rejected, and you will remain a part of the Class.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address and email address or telephone number, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed and postmarked to the Administrator no later than October 20, 2026. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for November 30, 2026 at 09:00 a.m. in the Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://lacourt.org/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at **[PHONE NUMBER]** or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

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@lclawfirm.com*

vgranberry@lclawfirm.com

aaroeste@lclawfirm.com

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://lacourt.org/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024.

On July 22, 2026, and pursuant to Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as [PROPOSED] **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

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
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

O'HAGAN MEYER LLP
Daniel H. Qualls (SBN 109036)
dqualls@ohaganmeyer.com
Cruz Zavala(SBN332671)
czavala@ohaganmeyer.com
One Embarcadero Center, Suite 2100
San Francisco, California 94111
Tel: (415) 578-6900
Attorneys for Defendant, CLAY LACYAVIATION, INC; BRIAN CHARLES KIRKDOFFER; and BRADFORD WILLIAM WRIGHT

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

Executed on July 22, 2026, at Los Angeles, California.

/s/ Araceli Marquez
Araceli Marquez