

Memorandum of Understanding

Subject to approval by the Court before which these actions are pending, and with the provision that this Memorandum of Understanding (“MOU”), which may be further memorialized in a Joint Stipulation of Settlement, the parties hereby agree to the following terms of settlement of the Private Attorneys General (“PAGA”) claims, including dismissal with prejudice of all cross-complaints, in the consolidated actions designated as Allan Castaneto v. Calop Business Systems, Inc. and Calop Aeroground Services, LLC; Antuan Fernandez v. Calop Business Systems, Inc. and Calop Aeroground Services, LLC; Sam Kimm v. Calop Business Systems, Inc. and Calop Aeroground Services, LLC; Case Numbers 20STCV21789, 20STCV22191 and 20STCV03772 (hereinafter the “PAGA and Class Lawsuits”), currently pending in Los Angeles County Superior Court.

The parties agree that this MOU is not evidence that the Complaints filed by Plaintiffs have any merit, nor does it constitute an admission of any wrongdoing by Defendants. Defendants do not admit to individual or joint liability or to the suitability of this case for a PAGA judgment other than for purposes of settlement. This MOU will not be deemed admissible in any other proceeding or in this proceeding other than to effectuate this settlement.

1. Plaintiffs Allan Castanedo, Antuan Fernandez, and Sam Kimm (“Plaintiffs”) and Defendants Calop Business Systems, Inc., and Calop Aeroground Services, LLC (“Defendants”) shall be referred to as the “Parties.”

2. The PAGA Members are defined as follows:

All current and former non-exempt employees of Defendants from November 21, 2018 through approval of the settlement or September 30, 2022, whichever occurs earlier (“PAGA Member” and “Aggrieved Employee”);

3. The “PAGA Period” and “Covered Period” are defined as follows:

From November 21, 2018 through approval of the settlement or September 30, 2022, whichever occurs earlier.

4. A non-reversionary settlement fund will be established and the maximum extent of liability will be (the “Maximum Payment) Three Hundred Thousand dollars (\$300,000).

- (a) The Maximum Payment is inclusive of attorneys’ fees, costs and expenses directly or indirectly related to the PAGA and Class Lawsuit (which includes all such fees, costs and expenses incurred to date, as well as all such fees, costs and expenses incurred in documenting the settlement, securing approval of the settlement, administering and obtaining a judgment and dismissal of the PAGA and Class Lawsuit before the Court, claims administration costs, the service payment to the PAGA representative, the named plaintiffs enhancement rewards, and civil penalties paid to the State of California and the employees of Defendants. If there is any reduction in attorneys’ fees, costs, enhancement, etc. by the Court then these funds will be added to the

Initialed (by the parties)

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Net Settlement Amount. The Court of jurisdiction and Claims Administrator shall have no power to increase the Maximum Payment or to depart from the express terms of the MOU herein.

- (b) The Maximum Payment shall comprise and include a Net Settlement Amount ("Net Settlement Amount"). The Net Settlement Amount shall be the Maximum Payment, minus the following: (1) the maximum potential award of attorneys' fees and costs to counsel; (2) the maximum potential enhancement payment to the named plaintiffs (hereinafter the "PAGA Representative"); (3) allotted funds to the Claims Administrator; and (4) any and all remaining costs or fees. Defendants shall not be required to make any payment in excess of the Maximum Payment, for any cause or reason.
- (c) The parties will negotiate and select a Claims Administrator, who shall follow all Defendants' instructions not in express contravention of this MOU.
- (d) There are approximately 350 PAGA Members and the total pay periods equal approximately 18,400 as of June 3, 2022. The Maximum Payment is \$300,000.00 for the PAGA Period.

5. The Net Settlement Amount is calculated based upon the following:

- (a) Attorney fees. Plaintiff's counsel will request, and Defendant and its counsel will not oppose, an award of up to 1/3 of the Maximum Payment, which at Three Hundred Thousand Dollars (\$300,000.00) results in One Hundred Thousand dollars (\$100,000.00) as an award of attorneys' fees. This amount shall be included in the maximum extent of liability. This settlement is expressly conditioned on the settlement satisfying all claims for attorneys' fees and costs of each and every of the law firms representing plaintiffs.
- (b) Plaintiffs' counsel will request, and Defendant and its counsel will not oppose, plaintiffs' costs of up to a maximum of Twenty Thousand dollars (\$20,000). This amount shall be included in the maximum extent of liability.
- (c) The Motion for Approval shall ask for up to Three Thousand Five Hundred dollars (\$3,500) for claims administration and handling.
- (d) Plaintiffs' counsel will request, and Defendant and its counsel will not oppose, enhancement payments to each of the name plaintiffs of \$10,000 each or up to a maximum of Thirty Thousand dollars (\$30,000). This amount shall be included in the maximum extent of liability.
- (e) Thus, barring an increase in Maximum Payment under the Escalator Clause, the Net Settlement Amount is estimated to be \$300,000.00, less \$100,000.00 in attorney fees, less \$20,000.00 in litigation costs, less \$3,500 in settlement administration costs, less \$30,000 in Enhancement Award, equaling \$146,500.00, subject to the Court's approval of the amounts set forth in this Section.

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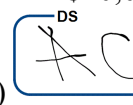
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 - (c) The parties will negotiate and select a Claims Administrator, who shall follow all Defendants' instructions not in express contravention of this MOU.
 - ~~(d) Defendants represent that there are approximately 349 PAGA members and the total pay periods equal approximately 18,400 as of June 3, 2022. If the actual number of pay periods at the end of the PAGA Period is ten percent (10%) or greater than the 18,400 pay periods represented by Defendants, the Maximum Payment will be increased on a pro-rata basis equal to the increase in number of pay periods (e.g. if the actual pay periods are fifteen percent (15%) greater than 18,400, then the Maximum Payment will increase by fifteen percent (15%) ("Escalator Clause").~~
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6. Within 5 days of the approval of the settlement, Defendants shall provide the Claims Administrator with the name, most current mailing address and telephone number of each PAGA Member. The Claims Administrator shall sign an agreement with Defendants to keep this information confidential, in a password protected database.
7. Defendants shall deposit the Maximum Payment to the Settlement Administrator within thirty (30) days of the approval of the settlement unless there are objectors to the approval of the settlement, in which case payment shall be made within 30 days after the time to appeal has run or all appeals have been exhausted, whichever occurs later.
8. Within 5 days of receipt of the Maximum Payment from Defendants, the Settlement Administrator shall disburse the funds as provided herein.
9. PAGA Members Limited Release. Each PAGA Member (including Plaintiff) shall, for the Covered Period, fully release and forever discharge Defendants from claims for PAGA penalties asserted in the PAGA and Class Lawsuit or any other claims under PAGA, that could have been asserted in the PAGA and Class Lawsuit based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: unpaid wages, including minimum wages, regular wages, meal and/or rest periods, overtime and double time wages; wage statement violations; unreimbursed business expense violations; waiting time violations; and violations for failure to timely pay wages during employment.

Named Plaintiffs and Defendants General Release. Plaintiffs and Defendants agree to forever waive, release, discharge all claims, causes of action against each other, whether known or unknown, including the Cross-Complaint filed by Defendants against Plaintiff Antuan Fernandez on October 10, 2020 alleging Common Counts, which the Parties have up until the date of signing this agreement. The Parties stipulate and agree that they expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, including under Labor Code section 2802, or any other provision under federal or state law, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

10. Nothing in this release shall affect, impact, preclude, or prevent Defendants from pursuing claims against third parties, including, without limitation, claims for express, implied or equitable indemnity or contribution. This includes claims against payroll companies, payroll processors, management companies, human resources companies, consultants, and related individuals and entities.

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7. ~~Defendants shall deposit the Maximum Payment to the Settlement Administrator within fifteen days of the approval of the settlement unless there are objectors to the approval of the settlement, in which case payment shall be made within 30 days after the time to appeal has run or all appeals have been exhausted, whichever occurs later.~~ Defendants shall deposit the Maximum Payment to the Settlement Administrator within thirty (30) days of the approval of the settlement unless there are objectors to the approval of the settlement, in which case payment shall be made within 30 days after the time to appeal has run or all appeals have been exhausted, whichever occurs later.
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10. The Parties and their counsel will support each and every provision of this MOU before the Court. Defendants agree not to actively oppose the award of attorneys fees and costs contemplated in this Agreement.
11. The parties agree that the subsequent filing of the MOU is for settlement purposes only and if, for any reason, the settlement is not approved, the MOU will be of no force or effect in a contested matter.
12. The parties agree that, upon approval of the settlement, the PAGA claims will be dismissed with prejudice, and all other claims and cross-claims shall be dismissed with prejudice. This dismissal will constitute a binding and final resolution of any and all claims by any Participating PAGA Members, as defined by the Release herein.
13. Pursuant to Evidence Code section 1123, the parties acknowledge that this agreement is exempt from the confidentiality provisions of Evidence Code section 1152 et seq. and is admissible in evidence to enforce the settlement.
14. The parties intend that this MOU shall be fully enforceable and binding upon all parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms under Code of Civil Procedure section 664.6 and any other applicable statute or law, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal and state law.
15. This MOU may be signed in counterparts.

CALOP BUSINESS SYSTEMS, INC.

DATED: June __, 2022

By _____
Young K. Chong, Chief Executive Officer

CALOP AEROGROUND SERVICES, LLC

DATED: June __, 2022

By _____
Young K. Chong, Chief Executive Officer

DATED: June __, 2022

By _____
Allan Castaneda

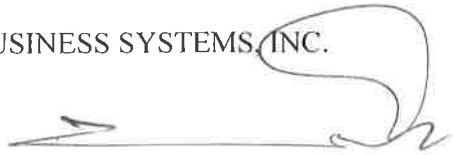
DATED: June 6, 2022

By _____
Antuan Fernandez

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13. Pursuant to Evidence Code section 1123, the parties acknowledge that this agreement is exempt from the confidentiality provisions of Evidence Code section 1152 et seq. and is admissible in evidence to enforce the settlement.
14. The parties intend that this MOU shall be fully enforceable and binding upon all parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms under Code of Civil Procedure section 664.6 and any other applicable statute or law, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal and state law.
15. This MOU may be signed in counterparts.

CALOP BUSINESS SYSTEMS, INC.

DATED: June 06, 2022

By 
Young K. Chong, Chief Executive Officer

CALOP AEROGROUND SERVICES, LLC

DATED: June 06, 2022

By 
Young K. Chong, Chief Executive Officer

DATED: June __, 2022

By _____
Allan Castanedo

DATED: June __, 2022

By _____
Antuan Fernandez

10. The Parties and their counsel will support each and every provision of this MOU before the Court. Defendants agree not to actively oppose the award of attorneys fees and costs contemplated in this Agreement.
11. The parties agree that the subsequent filing of the MOU is for settlement purposes only and if, for any reason, the settlement is not approved, the MOU will be of no force or effect in a contested matter.
12. The parties agree that, upon approval of the settlement, the PAGA claims will be dismissed with prejudice, and all other claims and cross-claims shall be dismissed with prejudice. This dismissal will constitute a binding and final resolution of any and all claims by any Participating PAGA Members, as defined by the Release herein.
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CALOP BUSINESS SYSTEMS, INC.

DATED: June __, 2022

By _____
Young K. Chong, Chief Executive Officer

CALOP AEROGROUND SERVICES, LLC

DATED: June __, 2022

By _____
Young K. Chong, Chief Executive Officer

DATED: June __, 2022

By _____
Allan Castanedo

DATED: June __, 2022

By _____
Antuan Fernandez

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

10. Nothing in this release shall affect, impact, preclude, or prevent Defendants from pursuing claims against third parties, including, without limitation, claims for express, implied or equitable indemnity or contribution. This includes claims against payroll companies, payroll processors, management companies, human resources companies, consultants, and related individuals and entities.
10. The Parties and their counsel will support each and every provision of this MOU before the Court. Defendants agree not to actively oppose the award of attorneys fees and costs contemplated in this Agreement.
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CALOP BUSINESS SYSTEMS, INC.

DATED: June __, 2022

By _____
Young K. Chong, Chief Executive Officer

CALOP AEROGROUND SERVICES, LLC

DATED: June __, 2022

By _____
Sam Kimm

Counsel's agreement as to form:

DATED: June __, 2022

WORK LAWYERS, PC

JUSTIN LO
Attorney for Plaintiff Allan Castaneto

DATED: June __, 2022

BOYAMIAN LAW



MICHAEL BOYAMIAN
Attorney for Plaintiff Antuan Fernandez

DATED: June 6, 2022

JOEL GLASER APC

JOEL GLASER
Attorney for Plaintiff Sam Kimm

DBL LAW GROUP

DARREN LE MONTREE
Attorney for Plaintiff Sam Kimm

DATED: June __, 2022

LAW OFFICES OF JUAN HONG

JUAN HONG
Attorney for Defendant

DATED: June __, 2022

By _____
Sam Kimm

Counsel's agreement as to form:

DATED: June __, 2022

WORK LAWYERS, PC

JUSTIN LO
Attorney for Plaintiff Allan Castaneto

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DARREN LE MONTREE
Attorney for Plaintiff Sam Kimm

DATED: June __, 2022

LAW OFFICES OF JUAN HONG



JUAN HONG
Attorney for Defendant



DATED: June __, 2022

By 
Sam Kimm (Jun 6, 2022 16:34 CDT)
Sam Kimm

Counsel's agreement as to form:

DATED: June __, 2022

WORK LAWYERS, PC

JUSTIN LO
Attorney for Plaintiff Allan Castaneto

DATED: June __, 2022

BOYAMIAN LAW

MICHAEL BOYAMIAN
Attorney for Plaintiff Antuan Fernandez

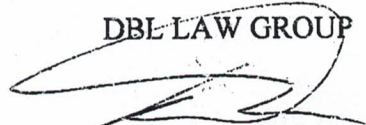
DATED: June 6, 2022

JOEL GLASER APC



JOEL GLASER
Attorney for Plaintiff Sam Kimm

DBL LAW GROUP



DARREN LE MONTREE
Attorney for Plaintiff Sam Kimm

DATED: June __, 2022

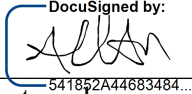
LAW OFFICES OF JUAN HONG

JUAN HONG
Attorney for Defendant

DATED: June __, 2022

By _____
Young K. Chong, Chief Executive Officer

DATED: June __, 2022
6/6/2022

By  _____
Allan Castanedo

DATED: June __, 2022

By _____
Antuan Fernandez

DATED: June __, 2022

By _____
Sam Kimm

Counsel's agreement as to form:

DATED: June 06, 2022

WORK LAWYERS, PC



JUSTIN LO
Attorney for Plaintiff Allan Castaneto

DATED: June __, 2022

BOYAMIAN LAW

MICHAEL BOYAMIAN
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