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Attorneys for Defendant Regent Aerospace Corporation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEBBIE GIFFORD, in her
representative capacity under the Private
Attorney General Act ("PAGA"),

Plaintiff,

vs.

REGENT AEROSPACE
CORPORATION, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 20STCV17917

PAGA SETTLEMENT AGREEMENT

1 This PAGA Settlement Agreement (hereinafter “Settlement Agreement”) is made
2 and entered into by and between Plaintiff Debbie Gifford (“Plaintiff”) and Defendant
3 Regent Aerospace Corporation (“Defendant”). Plaintiff and Defendant are collectively
4 referred to herein as “the Parties.”

5
6 **PROCEDURAL HISTORY AND BACKGROUND FACTS**

7 1. This is a PAGA-only action against Defendant on behalf of the State of
8 California and approximately 131 current and former hourly-paid or non-exempt
9 employees who worked for Defendant in the State of California at any time between
10 March 4, 2019 and March 31, 2021 (“Aggrieved Employees”). Plaintiff’s Operative
11 Complaint was filed on May 11, 2020 in the Los Angeles County Superior Court and
12 alleges a single cause of action under the Private Attorney General Act of 2004 for
13 violation of California Labor Code sections 2698, *et seq.*

14 2. The Parties participated in a private mediation before Eve Wagner, Esq of
15 Signature Resolution on September 24, 2021. The Parties reached the following
16 settlement (“Settlement”) with the assistance of the mediator based on Defendant’s
17 financial condition.

18 3. Plaintiff and her counsel have conducted a thorough investigation into the
19 facts of this case, including reviewing the time records, payroll records, employment
20 records, Defendant’s financial records, as well as Defendant’s discovery responses in this
21 case. Plaintiff’s counsel also spoke with numerous employees and witnesses, conducted
22 a review of documents, and have diligently pursued an investigation of Plaintiff’s and the
23 Aggrieved Employees’ claims against Defendant. Based on data provided by Defendant,
24 extensive formal discovery, and their own independent investigation and evaluation,
25 Plaintiff and her counsel are of the opinion that the Settlement with Defendant for the
26 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
27 and adequate and is in the best interest of the State of California and the Aggrieved
28 Employees in light of all known facts and circumstances, including the risks and delay

1 associated with continued litigation, the defenses asserted by Defendant, Defendant's
2 financial condition, and numerous potential appellate issues.

3 4. The Parties expressly recognize that the making of this Agreement does not
4 in any way constitute an admission or concession of wrongdoing on the part of
5 Defendant. Defendant has denied and continues to deny each and every material factual
6 allegation and all alleged claims asserted against it in the Operative Complaint.
7 Nevertheless, Defendant considers it desirable to resolve this case on the terms stated
8 herein in order to avoid further expense, inconvenience, and interference with ongoing
9 business operations, and to dispose of this litigation, and thus has determined that
10 settlement of this case on the terms set forth herein is in Defendant's best interest.

11 **NOW, THEREFORE**, the Parties hereby agree to settle and resolve this case as
12 follows:

13
14 **PRELIMINARY TERMS AND DEFINITIONS**

15 5. "PAGA Counsel" shall mean the Parris Law Firm.

16 6. The Parties have agreed to the appointment of Phoenix Class Action
17 Administration Solutions to perform the duties of the "Settlement Administrator."

18 7. "PAGA Period" shall mean March 4, 2019 to March 31, 2021.

19 8. "Aggrieved Employees" shall mean the approximately 131 current and
20 former hourly-paid or non-exempt employees who worked for Defendant in the State of
21 California at any time during the PAGA Period.

22 9. "Operative Complaint" shall mean Plaintiff's Complaint filed on May 11,
23 2020.

24 10. "Court" means the Superior Court for the State of California, County of
25 Los Angeles.

26 11. "Final Order and Judgment" means the final formal order signed by the
27 Court approving the terms of this Settlement.

28 12. "Effective Date" means (i) if no appeal from the Final Order and Judgment

1 is filed, sixty-one (61) calendar days after entry of the Final Order and Judgment, or (ii) if
2 an appeal is filed, upon the final dismissal of the appeal, writ, or other appellate
3 proceeding opposing this Settlement. It is the Parties' intent that the Settlement shall not
4 become effective until the Final Order and Judgment has become completely final, and
5 there is no timely recourse by an appellant or intervenor who seeks to contest the
6 Settlement.

7 8 **COURT APPROVAL OF SETTLEMENT**

9 13. PAGA Counsel will present this Settlement Agreement to the Court and the
10 LWDA. The Parties will request that the Court issue a Final Order and Judgment
11 approving and incorporating by reference the terms and conditions of the Settlement
12 Agreement. PAGA Counsel shall submit a copy of the Final Order and Judgment to the
13 LWDA within ten (10) days after receipt in accordance with California Labor Code
14 section 2699(I)(3).

15 16 **TERMS OF SETTLEMENT**

17 14. Plaintiff agrees to settle the claims alleged in the Operative Complaint in
18 exchange for a maximum payment of one hundred thousand dollars (\$100,000.00) by
19 Defendant ("Maximum Settlement Amount"). The Maximum Settlement Amount
20 comprises (i) attorneys' fees and costs to PAGA Counsel; (ii) Plaintiff's Service Award,
21 (iii) Settlement Administrator costs, and (iv) the Net Settlement Amount. No part of the
22 Maximum Settlement Amount shall revert to Defendant. In no event shall Defendant pay
23 more than the Maximum Settlement Amount. The Maximum Settlement Amount is
24 based on approximately 9,184 weeks worked by the Aggrieved Employees. If the total
25 amount of weeks worked by the Aggrieved Employees during the PAGA Period actually
26 exceeds 9,184 by 10% at the time Defendant provides the Settlement Administrator with
27 the final pay period count, then the Maximum Settlement Amount shall increase by
28 \$10.89 for each pay period above 10,102.

1 15. Defendant shall electronically wire the Maximum Settlement Amount of
2 \$100,000.00 to the Settlement Administrator in twelve (12) equal monthly payments,
3 with the first payment to be made ten (10) business days after the Effective Date.

4 16. In full satisfaction of all claims Plaintiff and the Aggrieved Employees may
5 have for attorneys' fees, and all out-of-pocket costs incurred and to be incurred by PAGA
6 Counsel in this litigation, Defendant agrees to pay to PAGA Counsel the total amount of
7 up to \$35,000.00 (35% of the Maximum Settlement Amount) in attorneys' fees plus costs
8 not to exceed \$10,000.00 incurred in this case, as approved by the Court. The payment of
9 PAGA Counsel's attorneys' fees and costs shall be made from the Maximum Settlement
10 Amount. Any portion of the proposed payments to PAGA Counsel not approved by the
11 Court will be added to the Net Settlement Amount. The Settlement Administrator shall
12 electronically wire the payment of up to \$35,000.00 in attorneys' fees and costs not to
13 exceed \$10,000 to the Parris Law Firm no later than five (5) business days after receipt of
14 the last monthly payment from Defendant.

15 17. As payment for her service on behalf of the LWDA and Aggrieved
16 Employees and for a general release of all claims arising out of her employment,
17 Defendant agrees to pay Plaintiff Debbie Gifford a "Service Award" not to exceed ten
18 thousand dollars (\$10,000.00) from the Maximum Settlement Amount, subject to Court
19 approval, in addition to her share of the Settlement as an Aggrieved Employee. Any
20 portion of the proposed Service Award not approved by the Court will be added to the
21 Net Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to
22 Plaintiff in connection with the Service Award. The Settlement Administrator shall issue
23 the Service Award approved by the Court directly to Plaintiff no later than five (5)
24 business days after receipt of the last monthly payment from Defendant.

25 18. The Parties agree that, subject to Court approval, up to \$5,000.00 shall be
26 paid out of the Maximum Settlement Amount to the Settlement Administrator for all
27 costs associated with the administration of this Settlement. The Settlement Administrator
28 shall pay itself the amount approved by the Court no later than five (5) business days

1 after receipt of the last monthly payment from Defendant.

2 19. The "Net Settlement Amount" means the Maximum Settlement Amount
3 less (i) PAGA Counsel's approved fees and costs, (ii) the approved "Service Award" to
4 Plaintiff, and (iii) approved settlement administration costs. The Parties agree that 75%
5 of the Net Settlement Amount shall be paid to the California Labor and Workforce
6 Development Agency ("LWDA") for civil penalties pursuant to the Private Attorney
7 General Act, California Labor Code sections 2699, *et seq.* ("LWDA Payment") and 25%
8 of the Net Settlement Amount shall be distributed pro rata to the approximately 131
9 Aggrieved Employees based on the number of workweeks worked during the PAGA
10 Period ("Individual Settlement Payments"). The Settlement Administrator shall issue the
11 LWDA Payment directly to the LWDA no later than five (5) business days after receipt
12 of the last monthly payment from Defendant.

13
14 **INDIVIDUAL SETTLEMENT PAYMENT CALCULATION**

15 20. Within five (5) business days after receipt of the Final Order and Judgment,
16 Defendant will provide the Settlement Administrator a complete list of all Aggrieved
17 Employees. The list will be formatted in Microsoft Office Excel and will include each
18 Aggrieved Employee's full name; most recent mailing address and telephone number (if
19 known); Social Security number (if known); the number of weeks each Aggrieved
20 Employee worked during the PAGA Period; and any other relevant information needed to
21 calculate Individual Settlement Payments.

22 21. Individual Settlement Payments to each Aggrieved Employee shall be
23 calculated by dividing the total number of weeks worked by each individual Aggrieved
24 Employee during the PAGA Period as reflected in Defendant's records by the total
25 number of weeks worked by all Aggrieved Employees during the PAGA Period. The
26 resulting number shall be multiplied by 25% of the Net Settlement Amount (i.e., the
27 portion of the Net Settlement Amount remaining after deduction of the LWDA Payment).

28 22. All Individual Settlement Payments to Aggrieved Employees shall be

1 treated as civil penalties and no taxes shall be withheld or taken out of any payments to
2 the Aggrieved Employees. The Settlement Administrator shall issue a Form 1099 with
3 each payment to the Aggrieved Employees. The Parties understand that Plaintiff and the
4 Aggrieved Employees who receive payments pursuant to this Settlement shall be solely
5 responsible for any and all other tax obligations associated with such payments.

6 23. No later than five (5) business days after receipt of the last monthly
7 payment from Defendant, the Settlement Administrator shall mail Individual Settlement
8 Payment checks to the Aggrieved Employees, along with an explanatory letter which will
9 be mutually approved by the Parties. Prior to mailing, the Settlement Administrator will
10 perform a search based on the National Change of Address Database for information to
11 update and correct for any known or identifiable address changes. Any checks returned
12 as non-deliverable on or before the check cashing deadline will be sent promptly via
13 regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding
14 address is provided, the Settlement Administrator will promptly attempt to determine the
15 correct address using a skip-trace, or other search using the name, address, or Social
16 Security number of the Aggrieved Employee involved, and will then perform a single re-
17 mailing.

18 24. Aggrieved Employees shall have one hundred and twenty (120) days to
19 cash their Individual Settlement Payment checks. Any Individual Settlement Payment
20 check not cashed after 120 days from the date of mailing shall be sent to the State of
21 California Unclaimed Property Fund in the Aggrieved Employee's names.

22 25. Other than depositing the Maximum Settlement Amount with the
23 Settlement Administrator, Defendant shall have no responsibility for calculating or
24 issuing any payments made pursuant to this Settlement Agreement.

25
26 **RELEASE**

27 26. "Released Parties" means Defendant and all of Defendant's past and
28 present parent companies, affiliates, subsidiaries, divisions, joint venturers, predecessors,

1 successors, insurers, re-insurers, assigns, their employee benefit plans and the trustees,
2 fiduciaries, and administrators of those plans, and any of their respective current or
3 former stockholders, owners, officers, directors, partners, servants, agents, employees,
4 representatives, attorneys, and each of them, and any individual or entity which could be
5 jointly liable with Defendant.

6 27. "Settled Claims" means any and all civil penalties under the Private
7 Attorneys General Act ("PAGA") based on any act, omission, event, occurrence alleged
8 in, reasonably related to, reasonably arising from, or reasonably could have been alleged
9 based on the facts asserted in the Operative Complaint and/or any letter provided by
10 Plaintiff to the LWDA against Defendant, including, but not limited to, penalties under
11 California Labor Code §§ 201, 202, 203, 204, 221, 222, 226, 226.7, 510, 512(a), 558,
12 1174(d), 1194, 1197, 1197.1, 1198, and the corresponding sections of the IWC Wage
13 Order No. 16, and all penalties based on the foregoing under PAGA (Labor Code §§
14 2698-2699.5), during the PAGA Period.

15 28. Upon receipt of the Service Award, Plaintiff Debbie Gifford, for herself and
16 her heirs, family members, and representatives, shall fully release, acquit, and forever
17 discharge Defendant and the Released Parties from any and all actions, causes of action,
18 grievances, obligations, attorneys' fees, costs, expenses, damages, wages, losses, claims,
19 liabilities, suits, debts, demands, and benefits, of whatever character, in law or in equity,
20 known or unknown, suspected or unsuspected, matured or not matured, of any kind or
21 nature whatsoever, based on any act, omission, event, occurrence, fixed or contingent,
22 which Plaintiff ever had, now has, or may claim to have against Defendant and the
23 Released Parties from the beginning of time to the date Plaintiff signs this Agreement,
24 including, without limiting the generality of the foregoing, any and all claims arising out
25 of, connected with, or relating to: (i) Plaintiff's employment with Defendant and the
26 termination of that employment, (ii) any federal, state, or local law prohibiting
27 discrimination, harassment, or retaliation of any kind, whether such claim is based upon
28 an action filed by Plaintiff or by a governmental agency, (iii) any alleged violation of the

1 California Labor Code, applicable California Wage Order, California Civil Code,
2 California Fair Employment and Housing Act, California Family Rights Act, California
3 Business and Professions Code, Americans with Disabilities Act, Family and Medical
4 Leave Act, and Consolidated Omnibus Budget Reconciliation Act (COBRA), as
5 amended, (iv) wrongful discharge, intentional or negligent infliction of emotional
6 distress, fraud, intentional or negligent misrepresentation, defamation, breach of any
7 express or implied employment contract or agreement, breach of the implied covenant of
8 good faith and fair dealing, or interference with prospective economic advantage or
9 contractual relations, (v) any state, federal, or local law or Wage Order regulating
10 compensation, salaries, wages, hours, commissions, overtime, monies, pay, allowances,
11 bonuses, benefits, sick pay, severance pay, retention pay or benefits, paid leave benefits,
12 vacation pay, penalties, interest, or damages. The foregoing does not purport to release
13 any claims that may not be released as a matter of law. Plaintiff's release is for any and
14 all relief, no matter how denominated, including, but not limited to, statutory and civil
15 penalties, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious
16 damages, liquidated damages, punitive damages, damages for pain and suffering, and
17 attorneys' fees and costs. Specifically, Plaintiff will be deemed to have waived all rights
18 and benefits afforded by California Civil Code Section 1542, which provides:

19 **A GENERAL RELEASE DOES NOT EXTEND TO**
20 **CLAIMS THAT THE CREDITOR OR RELEASING**
21 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**
22 **HIS OR HER FAVOR AT THE TIME OF EXECUTING**
23 **THE RELEASE AND THAT, IF KNOWN BY HIM OR**
24 **HER, WOULD HAVE MATERIALLY AFFECTED HIS**
25 **OR HER SETTLEMENT WITH THE DEBTOR OR**
26 **RELEASED PARTY.**

27 29. It is the desire of the Parties and the Aggrieved Employees to fully, finally,
28 and forever settle, compromise, and discharge the Settled Claims. Upon Defendant's

1 payment of the last monthly payment of the Maximum Settlement Amount to the
2 Settlement Administrator, all Aggrieved Employees (including Plaintiff) and all persons
3 purporting to act on their behalf or purporting to assert a claim under or through any of
4 them, including, but not limited to, their dependents, heirs, assigns, beneficiaries,
5 devisees, legatees, executors, administrators, agents, trustees, conservators, guardians,
6 personal representatives, and successors-in-interest will be forever barred from pursuing
7 against Defendant and the Released Parties any and all Settled Claims during the PAGA
8 Period. Aggrieved Employees other than Plaintiff will not be deemed to have released
9 any individual wage and hour claims by virtue of this Settlement.

10
11 **NO RIGHT TO EXCLUSION OR OBJECTIONS BY AGGRIEVED**
12 **EMPLOYEES**

13 30. Because this settlement resolves claims and actions brought pursuant to
14 PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the
15 State of California and the LWDA, the Parties agree that no Aggrieved Employee
16 (including Plaintiff) has the right to exclude himself or herself from the Settlement.
17 Aggrieved Employees (including Plaintiff) will be bound by the terms of the Settlement
18 Agreement upon its approval by the Court regardless of whether he or she cashes any
19 payment received as a result of this Settlement. The Parties also agree that no Aggrieved
20 Employee (including Plaintiff) has the right to object to the terms of the Settlement
21 Agreement. Likewise, Defendant agrees to be bound by the terms of this Settlement and
22 not object to any of the terms of this Agreement.

23
24 **PUBLICITY**

25 31. The Parties and their counsel agree that they will not issue any press
26 releases or initiate any contact with the press about the fact, amount, or terms of the
27 Settlement. In addition, the Parties and their counsel agree that they will not engage in
28 any advertising or distribute any marketing materials relating to the Settlement of the

1 Action, including but not limited to any postings on any websites maintained by PAGA
2 Counsel. However, PAGA Counsel may add the Maximum Settlement Amount into any
3 aggregate verdict and settlement figures without referencing the name of this Action or
4 Defendant. Any communication about the Settlement to Aggrieved Employees prior to
5 the Effective Date will be limited to a statement that a settlement has been reached and
6 the details will be communicated by the Settlement Administrator. However, nothing
7 herein shall prevent the Parties from informing counsel purporting to represent Aggrieved
8 Employees that the Action has been resolved subject to the approval by the Court and
9 will settle the Settled Claims.

10
11 **NO CREDIT TOWARD BENEFIT PLANS**

12 32. Payments to Plaintiff and the Aggrieved Employees as referenced herein
13 will not be considered “compensation” and will not be utilized to calculate any additional
14 benefits under any benefit plans to which Plaintiff or any Aggrieved Employee may be
15 eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
16 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
17 plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any
18 rights, contributions, or amounts to which Plaintiff or any Aggrieved Employee may be
19 entitled under any benefit plans.

20
21 **CIRCULAR 230 DISCLAIMER**

22 33. Each Party to this Agreement acknowledges and agrees that (1) no
23 provision of this Agreement, and no written communication or disclosure between or
24 among the Parties or their attorneys and other advisors, is or was intended to be, nor shall
25 any such communication or disclosure constitute or be construed or be relied upon as tax
26 advice within the meaning of United States Treasury Department Circular (31 CFR
27 PART 10, as amended); (2) each Party has relied exclusively upon the Party’s own
28 independent legal and tax advisors for advice (including tax advice) in connection with

1 this Agreement; (3) no Party has entered into this Agreement based upon the
2 recommendation of any other Party or any attorney to advisor to any other Party; (4) no
3 Party is entitled to rely upon any communication or disclosure by any attorney or advisor
4 to any other Party to avoid any tax penalty that may be imposed on the Party; and (5) no
5 attorney or advisor to any other Party has imposed any limitation that protects the
6 confidentiality of any such attorney's or advisor's tax strategies upon disclosure by the
7 Party of the tax treatment or tax structure of any transaction, including any transaction
8 contemplated by this Agreement.

9 10 **NO PRIOR ASSIGNMENTS**

11 34. The Parties and their counsel represent, covenant, and warrant that they
12 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
14 action, cause of action, or right herein released and discharged.

15 16 **NULLIFICATION OF SETTLEMENT AGREEMENT**

17 35. In the event that: (i) the Court does not approve the Settlement as provided
18 herein; or (ii) the Settlement does not become final for any other reason, then this
19 Settlement Agreement and any documents generated to bring it into effect, will be null
20 and void, and the Parties will be returned to their original respective positions.

21 22 **CALIFORNIA LAW GOVERNS**

23 36. All terms of this Settlement Agreement will be governed by and interpreted
24 according to the laws of the State of California.

25 26 **INVALIDITY OF ANY PROVISION**

27 37. Before declaring any provision of this Settlement Agreement invalid, the
28 Court will first attempt to construe the provision as valid to the fullest extent possible

1 consistent with applicable precedents so as to define all provisions of this Settlement
2 Agreement valid and enforceable.

3
4 **WAIVER**

5 38. No waiver of any condition or covenant contained in this Settlement
6 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
7 considered to imply or constitute a further waiver by such Party of the same or any other
8 condition, covenant, right, or remedy.

9
10 **MUTUAL PREPARATION**

11 39. The Parties have had a full opportunity to negotiate the terms and
12 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
13 not be construed more strictly against one Party merely by virtue of the fact that it may
14 have been prepared by counsel for one of the Parties, it being recognized that, because of
15 the arm's-length negotiations between the Parties, all Parties have contributed to the
16 preparation of this Settlement Agreement.

17
18 **DENIAL OF LIABILITY**

19 40. Nothing in this Settlement, nor any action taken in implementation thereof,
20 nor any statements, discussions, or communications, nor any materials prepared,
21 exchanged, issued, or used during the pendency of this litigation, is intended by the
22 Parties to, nor will any of the foregoing constitute, be introduced, be used, or be
23 admissible in any way in any other judicial, arbitral, administrative, investigative, or
24 other forum or proceeding, as evidence of any violation of any federal, state, or local law,
25 statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
26 in equity.

1 **PARTIES' AUTHORITY**

2 41. The signatories hereto hereby represent that they are fully authorized to
3 enter into this stipulation and bind the Parties hereto to the terms and conditions hereof.
4

5 **MUTUAL FULL COOPERATION**

6 42. The Parties agree to fully cooperate with each other to accomplish the terms
7 of this Settlement Agreement, including, but not limited to, execution of such documents
8 and to take such other action as may reasonably be necessary to implement the terms of
9 this Settlement Agreement. The Parties shall use their best efforts, including all efforts
10 contemplated by this Settlement Agreement and any other efforts that may become
11 necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement
12 and the terms set forth herein.
13

14 **MODIFICATION**

15 43. This Settlement Agreement may not be changed, altered, amended or
16 modified, except in writing and signed by the Parties, and approved by the Court. This
17 Settlement Agreement may not be discharged except by performance in accordance with
18 its terms or by a writing signed by the Parties.
19

20 **ENTIRE AGREEMENT**

21 44. This Settlement Agreement contains the entire agreement between the
22 Parties relating to the proposed Settlement and transaction contemplated herein, and all
23 prior or contemporaneous agreements, understandings, representations, and statements,
24 whether oral or written and whether by a Party or such Party's legal counsel, are merged
25 herein. No rights hereunder may be waived except in writing.
26
27
28

1 **BINDING ON ASSIGNS**

2 45. This Settlement Agreement shall be binding upon and inure to the benefit
3 of the Parties hereto and their respective heirs, trustees, executors, administrators,
4 successors and assigns.

5
6 **COUNTERPARTS**

7 46. This Settlement Agreement may be executed in counterparts, and when
8 each party has signed and delivered at least one such counterpart, each counterpart shall
9 be deemed an original, and, when taken together with other signed counterparts, shall
10 constitute one Settlement Agreement, which shall be binding upon and effective as to the
11 Parties. For purposes of this Settlement Agreement, a facsimile signature shall be as
12 valid and enforceable as an original.

13
14 **COURT'S CONTINUING JURISDICTION**

15 47. The Parties consent to the Superior Court of the State of California, County
16 of Los Angeles, in the above-entitled action, and to the Judge who approves the
17 Settlement Agreement (or other Judge as may in the future be assigned the case) to retain
18 jurisdiction over this action and this Settlement Agreement in order to enforce, construe,
19 and interpret this Settlement Agreement and the Settlement, to supervise all notices, the
20 administration of the Settlement and this Agreement and distribution of the Maximum
21 Settlement Amount, and to hear, adjudicate, and resolve any disputes arising from or
22 related to the settlement and/or this Agreement, pursuant to California Code of Civil
23 Procedure section 664.6. In the event that any Party institutes any legal action or other
24 proceeding against the other Party to enforce the provisions of this Settlement or to
25 declare rights and/or obligations under this Settlement, the successful Party will be
26 entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs,
27 including expert witness fees incurred in connection with any enforcement actions.

INTERIM STAY OF PROCEEDINGS

48. The Parties agree to hold all proceedings in this case, except such proceedings necessary to implement and complete the Settlement, in abeyance pending approval of this Settlement Agreement.

SO STIPULATED AND AGREED

Date: 11/9/2022

DocuSigned by:
Debbie Gifford
7AA9E965900447D...
Plaintiff Debbie Gifford

Date: _____

Regent Aerospace Corporation

By: _____
Reza Soltanian
President

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SO STIPULATED AND AGREED

Plaintiff Debbie Gifford

Regent Aerospace Corporation

By: Reza Soltanian
Reza Soltanian
President