

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Marvin King (“Plaintiff”) and Defendant Irwin International, Inc. d/b/a Aircraft Spruce and Specialty, Co. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties.”

I. DEFINITIONS

1. “Action” means the Plaintiff’s representative PAGA action against Defendant captioned *Marvin King v. Irwin International, Inc. d/b/a Aircraft Spruce and Specialty, Co.* (Case No. CVRI2100045), initiated on January 11, 2021 and pending in the Superior Court of California, County of Riverside.
2. “Administration Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
3. “Aggrieved Employee” means all current and former non-exempt or hourly-paid employees who worked for Defendant in California from November 2, 2019 through December 8, 2022.
4. “Aggrieved Employee Address Search” means the Settlement Administrator’s investigation and search for Aggrieved Employees’ current mailing addresses using all reasonably available sources, methods, and means, including, but not limited to: (a) National Change of Address Database (“NCOA”); (b) skip traces; and (c) direct contact by the Settlement Administrator with Aggrieved Employees.
5. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession, including Aggrieved Employees’: (a) full names; (b) last-known mailing addresses; (c) Social Security Numbers; and (d) number of PAGA Pay Periods.
6. “Approval Order” means the proposed Court order granting approval of Settlement and Entering Judgment on this Action.
7. “Attorney Fee Amount” means the amounts allocated to PAGA Counsel for the reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
8. “Cost Amount” means the amount allocated to PAGA Counsel for the reimbursement of reasonable attorneys’ expenses incurred to prosecute the Action.
9. “Court” means the Superior Court of California, County of Riverside.

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10. "Defendant" means Irwin International, Inc. d/b/a Aircraft Spruce and Specialty, Co., the named defendant in the action.
11. "Defense Counsel" means Haynes and Boone, LLP.
12. "Effective Date" means the earliest date, following the granting of the Approval Order entering Judgment on this Action, upon which one of the following has occurred: (a) if no objection is filed to the settlement and no objector appears at the approval hearing, ten (10) calendar days after the Court's entry of the Approval Order and Judgment on this Action; or (b) if an objection is filed to the settlement and/or an objector appears at the approval hearing, then the earlier of the following: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Approval Order; (ii) final affirmance of the Approval Order by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that Approval Order is no longer subject to judicial review.
13. "Enhancement Payment" means the enhancement payment payable to Plaintiff in exchange for agreeing to a general release of all known and unknown claims against Defendant and for the time and effort dedicated to prosecuting the Action.
14. "Gross Settlement Amount" means the sum of \$280,000, which is the total amount Defendant agrees to pay. The Gross Settlement Amount will be used to pay the: (a) Attorney Fee Amount; (b) Cost Amount; (c) Enhancement Payment; (d) Administration Costs; (e) LWDA PAGA Payment; and (f) Individual PAGA Payments.
15. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of the twenty-five percent (25%) of the PAGA Penalties Fund that will be calculated using the formula set forth herein.
16. "Judgment" means judgment entered by the Court upon the approval of the Settlement.
17. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
18. "LWDA PAGA Payment" means the seventy-five percent (75%) of the PAGA Penalties Fund that will be paid to the LWDA under Labor Code section 2699, subdivision (i).
19. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698).
20. "PAGA Counsel" means Justice Law Corporation, the attorneys representing the Plaintiff in the Action.

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21. "PAGA Penalties Fund" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) Attorney Fee Amount; (b) Cost Amount; (c) Enhancement Payment; and (d) Administration Costs. Twenty-five percent (25%) of the PAGA Penalties Fund shall be allocated to the Individual PAGA Payments, and seventy-five percent (75%) of the PAGA Penalties Fund shall be allocated to the LWDA PAGA Payment in settlement of the claims for PAGA civil penalties asserted in the Action by Plaintiff on behalf of the State and Aggrieved Employees.
22. "PAGA Notice" means Plaintiff's November 2, 2020 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subdivision (a).
23. "PAGA Pay Period" means any pay periods during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.
24. "PAGA Period" means the period from November 2, 2019 through December 8, 2022.
25. "Plaintiff" means Marvin King, the named plaintiff in the Action.
26. "Released PAGA Claims" means the claims being released as part of the Settlement of the Action according to the terms set forth in Section V, below.
27. "Released Parties" means Defendant together with its officers, directors, employees, and agents.
28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
29. "Settlement Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
30. "Notice of Settlement to Aggrieved Employees" means the letter that will be mailed by the Settlement Administrator to Aggrieved Employees explaining this Settlement and containing a check for their Individual PAGA Payment once the Approval Order has been signed by the Court. The Notice of Settlement to Aggrieved Employees is attached hereto as **Exhibit A**.

II. RECITALS

1. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff provided the PAGA Notice to the LWDA and Defendant on November 2, 2020.

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2. On January 11, 2021, Plaintiff commenced this Action by filing a representative PAGA complaint on behalf of himself and the Aggrieved Employees in the Superior Court of California, County of Riverside (“Operative Complaint”). The Operative Complaint alleges one cause of action for PAGA civil penalties for the following alleged Labor Code violations: (a) failure to pay minimum and overtime wages; (b) failure to provide meal and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure to provide complete and accurate wage statements; and (f) failure to reimburse business expenses. More specifically, the PAGA Notice and Operative Complaint allege Defendant is subject to civil penalties under PAGA for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.
3. On September 8, 2022, the Parties remotely participated in an all-day mediation presided over by Jeffrey A. Ross, resulting in the eventual settlement of this Action.
4. Defendant denies the allegations in the PAGA Notice and Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies all liability as to Plaintiff, State of California, LWDA, or Aggrieved Employees for the cause of action for PAGA civil penalties alleged in the Operative Complaint.
5. Under PAGA, “an ‘aggrieved employee’ may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations.” (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 980.) A plaintiff suing, as here, under PAGA, “does so as the proxy or agent of the state’s labor law enforcement agencies,” and, as such, “represents the same legal right and interest as state labor law enforcement agencies” (*Id.* at p. 986.) Of any civil penalties recovered, seventy-five percent (75%) goes to the LWDA, and the remaining twenty-five percent (25%) is allocated to the aggrieved employees. (*Id.* at p. 980-981.)
6. A judgment in a PAGA action “binds not only that [plaintiff] employee but also the state labor law enforcement agencies.” (*Arias v. Superior Court, supra*, 46 Cal.4th at p. 986.) Further, “[b]ecause an aggrieved employee’s action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.” (*Ibid.*) “Accordingly, with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under [PAGA]” (*Ibid.*)

III. **MONETARY TERMS**

1. **Gross Settlement Amount.** In full and complete settlement of the Action, and in exchange for the releases set forth herein, Defendant shall pay \$280,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section IV below. The Court’s granting of the Approval

Order is a precondition to Defendant's obligation to pay the Gross Settlement Amount. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim forms as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- a. To PAGA Counsel: Attorney Fee Amount of no more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$98,000, and Cost Amount of no more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion of the Attorney Fee Amount and/or Cost Amount. The Settlement Administrator will pay the Attorney Fee Amount and Cost Amount using applicable IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for any and all taxes owed on the Attorney Fee Amount and Cost Amount and holds Defendant harmless, and shall indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of the Attorney Fee Amount or Cost Amount. If the Court approves an Attorney Fee Amount and/or Cost Amount less than the amounts requested, the Settlement Administrator will allocate the remainder to the PAGA Penalties Fund.
- b. To Plaintiff: Enhancement Payment not to exceed \$10,000 in exchange for a general release of all known and unknown claims against Defendant and the Released Parties, and for the time and effort dedicated to prosecuting the Action. Defendant will not oppose a request for Enhancement Payment consistent with terms of this paragraph. An IRS Form 1099 will be issued with respect to the Enhancement Payment. If the Court approves an Enhancement Payment less than the amount requested, the Settlement Administrator will allocate the remainder to the PAGA Penalties Fund.
- c. To Settlement Administrator: Administration Costs not to exceed \$5,000 except for a showing of good cause and approved by the Court. If the Administration Costs are less or the Court approves payment less than the sum requested, the Settlement Administrator will allocate the remainder in the PAGA Penalties Fund.

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- d. To LWDA and Aggrieved Employees: The amount of the PAGA Penalties Fund is currently estimated at \$147,000, seventy-five percent (75%) of which (currently estimated at \$110,250) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (currently estimated at \$36,750) will be distributed to Aggrieved Employees as Individual PAGA Payments.
 - i. The Settlement Administrator will calculate each Individual PAGA Payment by: (1) dividing the total amount of the PAGA Penalties Fund allocated for distribution to Aggrieved Employees as Individual PAGA Payments by the total number of PAGA Pay Periods of all Aggrieved Employees; and (2) 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 Payments. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

IV. SETTLEMENT FUNDING AND PAYMENTS

1. Aggrieved Employee Pay Periods. Based on its records, Defendant estimates there are three hundred four (304) Aggrieved Employees who worked a total of 8,478 PAGA Pay Periods.
2. Aggrieved Employee Data. Within fourteen (14) calendar days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Settlement Administrator will maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Settlement Administrator's employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. In no event shall Defendant or the Settlement Administrator share or disclose the Aggrieved Employee Data with Plaintiff or PAGA Counsel unless PAGA Counsel shows such disclosure is necessary to ensure PAGA Counsel's ability to fulfill any obligations associated with this Settlement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Settlement 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 Aggrieved Employee Data.

3. Funding the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than twenty-one (21) calendar days after the Effective Date or otherwise directed by the Court.
4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will issue checks for the Attorney Fee Amount, Cost Amount, Enhancement Payment, Administration Costs, LWDA PAGA Payment, and all Individual PAGA Payments. Disbursement of the Attorney Fee Amount and Cost Amount shall not precede disbursement of Individual PAGA Payments.
 - a. The Settlement Administrator will issue checks for Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed within one hundred eighty (180) calendar days after the date of mailing. Before mailing any checks, the Settlement Administrator will update the recipients' mailing addresses using the NCOA.
 - b. The Settlement Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Settlement Administrator must remail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Settlement Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Settlement Administrator shall send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - c. All checks mailed to Aggrieved Employees will be valid for one hundred eighty (180) calendar days after their mailing. Afterwards, the uncashed settlement checks will be cancelled. The funds associated with such cancelled checks, plus any interest, if any, that has accrued thereon, will be distributed to State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employees.

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- d. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (*i.e.*, 401(k) contributions, bonuses) beyond those specified in this Agreement.

V. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and the State of California will release claims against all Released Parties as follows:

1. **Release by Plaintiff and the State of California.** Plaintiff, individually and in his capacity as a private attorney general proxy or agent of the State, and the State of California, as real party in interest, release all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in the PAGA Notice and to the extent they are alleged in the Operative Complaint. Plaintiff and the State of California do not release any Aggrieved Employee's individual, non-representative claim for wages or damages. The Released PAGA Claims shall only apply to the violations that occurred during the PAGA Period.
2. **Plaintiff's General Release and Waiver of Rights Under Civil Code Section 1542.** As of the Effective Date, in consideration of the amount of the Enhancement Payment approved by the Court, Plaintiff also agrees for himself and his respective spouses, heirs, successors and assigns, to forever generally release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the Effective Date, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to his employment with Defendant or the remuneration for, or termination of, such employment. Plaintiff acknowledges he may discover facts or law different from, or in addition to, the facts or law he now knows or believes to be true but agrees, nonetheless, that this general release shall be and remain effective in all respects, notwithstanding such different or additional facts or his discovery of them.

For purposes of this general release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which provides:

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

VI. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion for approval of this Settlement, approving and incorporating by reference the terms and conditions of the Agreement, and requesting dismissal of the Action with prejudice as to Plaintiff and without prejudice as to any individual, non-representative claims as to the Aggrieved Employees following the funding of the Gross Settlement Amount by Defendants and payments from the Gross Settlement Amount by the Settlement Administrator.

1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subdivision (f)(2)), including: (a) draft of the proposed Order Granting Approval of Settlement and Entering Judgment; (b) motion for approval of the Settlement and supporting declaration(s); (c) signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subdivision (a)), Operative Complaint (Labor Code section 2699, subdivision (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2))); and (d) signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement, describing its experience with settlement administration, and explaining how its fees were calculated. In their declarations, Plaintiff and PAGA Counsel shall aver they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement, obtaining a prompt hearing date for the motion, and appearing in Court to advocate in favor of the motion. PAGA Counsel shall prepare and provide their draft of the approval documents to Defense Counsel for their review. Defense Counsel will provide their feedback on the approval documents within five (5) business days. Moreover, PAGA Counsel is responsible for delivering the Approval Order to the Settlement Administrator.
3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, via email, or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, via email, or by telephone, and in good faith, in an attempt to reach an agreement to modify the Agreement and otherwise satisfy the Court's concerns.

4. Nullification of Agreement. If the Court does not grant approval of the Settlement based on this Agreement or any agreed-upon modifications thereto, (1) the terms of the Agreement shall be null and void unless the Parties mutually agree to adjust the terms, and (2) none of the Parties will be deemed to have waived any claims, defenses, objections, or arguments with respect to the Action.

VII. SETTLEMENT ADMINISTRATION

1. Selection of Settlement Administrator. The Parties jointly selected a Settlement Administrator and verified, as a condition of appointment, the Settlement Administrator 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 Costs. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than, potentially, a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Settlement 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.
3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
4. Transmittal of Notice of Settlement to Aggrieved Employees. The Settlement Administrator shall provide notice to Aggrieved Employees by mailing them the Notice of Settlement to Aggrieved Employees approved by the Court. The Notice of Settlement to Aggrieved Employees shall include each Aggrieved Employee’s Individual PAGA Payment check mailed alongside it.
5. Settlement Administrator’s Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement. These duties include, among others: (a) preparing, translating, and mailing the Notice of Settlement to Aggrieved Employees; (b) establishing a QSF; (c) calculating and distributing the payments indicated in this Agreement; (d) handling all required state and federal tax withholding and reporting related thereto to the extent necessary; (e) issuing all appropriate tax forms to Plaintiff, PAGA Counsel, Aggrieved Employees, and LWDA resulting from the settlement payments under this Agreement; and (f) providing a declaration of compliance following the administration of this Settlement.

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VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

1. Escalator Clause. Based on its records, Defendant estimates there are three hundred four (304) Aggrieved Employees who worked 8,478 PAGA Pay Periods. If the aggregate number of PAGA Pay Periods is determined to be more than ten percent (10%) of the estimated 8,478 PAGA Pay Periods, the Gross Settlement Amount will increase proportionally for the number of PAGA Pay Periods over ten percent (10%) of 8,478 (*i.e.*, over 9,326).

IX. CONTINUING JURISDICTION OF THE COURT. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (1) enforcing this Agreement and/or Judgment; (2) addressing settlement administration; and (3) addressing such post-Judgment matters as are permitted by law.

1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, 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 another party 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 PAGA Penalties Fund.

X. ADDITIONAL PROVISIONS

1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the PAGA Notice and/or Operative Complaint have merit or that Defendant has any liability for any claims asserted therein. In addition, nothing mentioned herein should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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2. Acknowledgment that Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive, non-collusive arms-length negotiations, taking into account all relevant factors, present and potential.
3. Integrated Agreement. Upon execution by Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any of the Parties.
4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiff and Defendant respectively to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments.
5. Cooperation. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement and to obtain a final Judgment on the terms provided herein or any modified Agreement as agreed to by the Parties.
6. Good Faith Negotiations. The Parties to this Agreement agree it reflects their good faith compromise of the claims raised based upon their assessment of the mutual risks and costs of further litigation and assessments of their counsel.
7. No Prior Assignments. The Parties represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and their representatives and approved by the Court.
10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any of the Parties on the basis the Parties were the drafter or participated in the drafting.
13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
14. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
15. Recitals. The Recitals set forth herein are hereby incorporated into and made a part of the Agreement.
16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: **JUSTICE LAW CORPORATION**
Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

To Defendant: **HAYNES AND BOONE, LLP**
Tamara Devitt
Matthew Costello
600 Anton Boulevard, Suite 700
Costa Mesa, California 92626
Telephone: 949-202-3040
Facsimile: 949-202-3140

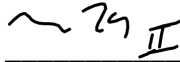
18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, or email that shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
19. Stay of Litigation. The Parties agree, upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties agree, upon the signing of this Agreement and pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.
20. Warranty By Plaintiff. Plaintiff represents and warrants he has not filed and will not file any other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against Defendant or the Released Parties. Plaintiff also represents and warrants the only pending claims against Defendant or the Released Parties are included in the Action.
21. No Publicity. Plaintiff and PAGA Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the Settlement. For the avoidance of doubt, this section includes Plaintiff and PAGA Counsel's agreement not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. Nothing herein will prevent Defendant from making required disclosures.

(Signature page follows)

XI. EXECUTION BY PARTIES AND COUNSEL

Dated: 11/30/2022

Plaintiff Marvin King



Marvin King

Dated: _____

**Defendant Irwin International, Inc. d/b/a Aircraft
Spruce and Specialty, Co.**

Authorized Representative for Irwin International,
Inc. d/b/a Aircraft Spruce and Specialty, Co.

Dated: November 30, 2022

Justice Law Corporation



Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Chancellor Nobles, Esq.
Attorneys for Plaintiff

Dated: _____

Haynes and Boone, LLP

Tamara Devitt, Esq.
Matthew Costello, Esq.
Attorneys for Defendant

XI. EXECUTION BY PARTIES AND COUNSEL

Dated: _____

Plaintiff Marvin King

Marvin King

Dated: 11-30-22

**Defendant Irwin International, Inc. d/b/a Aircraft
Spruce and Specialty, Co.**



Authorized Representative for Irwin International,
Inc. d/b/a Aircraft Spruce and Specialty, Co.

Dated: _____

Justice Law Corporation

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Chancellor Nobles, Esq.
Attorneys for Plaintiff

Dated: 11/30/22

Haynes and Boone, LLP



Tamara Devitt, Esq.
Matthew Costello, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Marvin King v. Irwin International, Inc. d/b/a Aircraft Spruce and Specialty, Co.
Superior Court of California, County of Riverside
Case No. CVRI2100045

Dear [Aggrieved Employee's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Riverside, entitled *Marvin King v. Irwin International, Inc. d/b/a Aircraft Spruce and Specialty, Co.*, Case Number CVRI2100045 ("Action"). The purpose of this letter is to provide you with basic information about the Action, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Action

On January 11, 2021, Plaintiff Marvin King ("Plaintiff"), a former employee of Defendant Irwin International, Inc. d/b/a Aircraft Spruce and Specialty, Co. ("Defendant") commenced this Action by filing a complaint pursuant to the California Private Attorneys General Act of 2004, Labor Code § 2698 ("PAGA") in the Superior Court of California, County of Riverside ("Operative Complaint") on behalf of the State of California and all current and former non-exempt or hourly-paid employees who worked for Defendant in California from November 2, 2019 through December 8, 2022, otherwise referred to as "Aggrieved Employees."

In the Action, Plaintiff claimed that Defendant owed civil penalties under PAGA to Plaintiff and the Aggrieved Employees for alleged violations of the California Labor Code. **Defendant denies it violated the California Labor Code, denies the allegations in the Operative Complaint, and denies all liability under PAGA to Plaintiff, the Aggrieved Employees, and the State of California.**

The merits of the Action have not been determined. However, on [Approval Date], the Superior Court of California, County of Riverside, approved a settlement of the Action that Defendant entered to avoid the costs and disruption of litigation.

II. Why the Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Riverside, on [Approval Date] involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the Labor Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Aggrieved Employees. The enclosed settlement check is being sent to you because you have been identified as an Aggrieved Employee.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the total number of pay periods you worked for Defendant from November 2, 2019 through December 8, 2022 (“PAGA Period”) relative to all other Aggrieved Employees.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing.

IV. Consequences of the Settlement

The Action was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

The Court’s order and judgment approving the settlement of the Action binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by California itself. As a result, although you are not a “party” to the Action, the judgment entered upon settlement of the Action is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate the enclosed settlement check.

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Riverside, about this letter, the settlement, the settlement check sent to you, or the Action in general. If you have questions about this letter, the settlement, the settlement check sent to you, or the Action in general, you may contact the Settlement Administrator, [REDACTED], at [INSERT CONTACT INFORMATION].

Dated: [INSERT DATE]

**PROOF OF SERVICE
1013A(3) CCP**

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 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On January 6, 2023, I served the foregoing document described as

PAGA SETTLEMENT AGREEMENT

for the following case: **King v. Irwin International, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-811355-20**
Court Case No.: CVRI2100045
Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on January 6, 2023, at Pasadena, California.



Anna Okada