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and on behalf of all others similarly situated.

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

TATTIANA BENNETT WILLIAMS,
individually and on behalf of all others similarly
situated,

Plaintiff,

vs.

TREGO/DUGAN AVIATION OF GRAND
ISLAND, INC.; and DOES 1 through 20,
inclusive,

Defendants.

Case No. CGC-21-590239

*Assigned for All Purposes to:
Judge Samuel K. Feng
Dept. 610*

**JOINT STIPULATION REGARDING
CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

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6 Telephone: 415.433.1940
7 Fax No: 415.399.8490
8 Attorneys for Defendant
TREGO/DUGAN AVIATION OF GRAND
9 ISLAND INC.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action (defined below)
3 shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used
4 herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation
5 Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiffs Tattiana Bennett Williams and
7 Janira Pelmore (“Named Plaintiffs”) on behalf of the Class Members and Aggrieved Employees, on
8 the one hand, and Defendant Trego/Dugan Aviation of Grand Island, Inc. (“Defendant”), on the other
9 hand. Named Plaintiffs and Defendant collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Four Hundred Fifty Thousand
12 Dollars and Zero Cents (\$450,000.00) as provided in Section 3.06(a) below (“Gross Settlement
13 Amount”) pursuant to the terms and conditions of this Agreement and the Memorandum of
14 Understanding executed by Plaintiff Tattiana Bennett Williams and on December 5, 2021, and for
15 the consideration set forth herein, including but not limited to, a release of all claims by Named
16 Plaintiffs, the Class Members and Aggrieved Employees as set forth herein.

17 **ARTICLE I**

18 **DEFINITIONS**

19 Unless otherwise defined elsewhere herein, the following terms used in this Agreement shall
20 have the meanings ascribed to them as set forth below:

21 a. “Action” means the action described as follows: *Tattiana Bennet Williams,*
22 *individually and on behalf of all others similarly situated v. Trego/Dugan Aviation of Grand Island,*
23 *Inc.; and DOES 1 through 20, inclusive,”* Case No. CGC-21-590239, commenced on March 18,
24 2021, in the Superior Court of the State of California for the County of San Francisco.

25 b. “Agreement” means this Joint Stipulation Regarding Class Action and PAGA
26 Settlement and Release, including the attached Exhibit(s).

c. “MOU” means the Memorandum of Understanding executed by Plaintiff Tattiana Bennet Williams and Defendant Trego/Dugan Aviation of Grand Island, Inc. on December 5, 2021, which is hereby fully incorporated by reference and attached hereto as “Exhibit A.”

d. “Class” means all current and former non-exempt employees who performed work in California and who are or were employed by Defendant in California at any time during the Class Period.

e. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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Samuel A. Wong
Jessica L. Campbell
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f. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, the number of Qualifying Workweeks worked during the Class Period, and the number of Qualifying Pay Periods worked during the PAGA Period.

g. “Class Member(s)” means all members of the Class.

h. “Class Period” means September 20, 2016 through November 19, 2021.

i. “Court” means the California Superior Court for the County of San Francisco, where the Action is currently pending.

j. “Date of Finality” means either (a) the day after the 60th calendar day after notice of entry of a signed order granting final approval of this Agreement provided no motion to vacate the judgment, appeal, writ, or other appellate proceeding having been filed (i.e., 61 days after notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement

passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Date of Finality does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Date of Finality cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding.

k. "Defendant" means Defendant Trego/Dugan Aviation of Grand Island, Inc.

l. "Defense Counsel" means counsel for Defendant:

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Matthew J. Mardesich
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m. "Disposition" means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

n. "Final Order Approving Settlement of Class and PAGA Action" or "Final Order" means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

o. "Gross Settlement Amount" means Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) to be paid by Defendant as provided by this Agreement and the MOU to settle this Action. All payments to the Class and Aggrieved Employees, administration costs, attorney's fees and costs, and Incentive Awards, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the payments made

under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

p. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars (\$10,000.00) for each Named Plaintiff (\$20,000 total), subject to Court approval, in recognition of their effort and work in prosecuting the Action on behalf of Class Members and Aggrieved Employees, and for their general release of claims.

q. "Individual Settlement Payment(s)" means each Participating Class Member's and Aggrieved Employee's respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

r. "LWDA" means The State of California Labor and Workforce Development Agency.

s. "LWDA Payment" means 75% of the PAGA Settlement Amount allocated to the settlement of civil penalties under PAGA which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of this Agreement, as provided for below.

t. "Motion for Final Approval" means Plaintiffs' submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

u. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

v. "Named Plaintiffs" means Tattiana Bennett Williams and Janira Pelmore.

w. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved administration costs, Class Counsels' attorney's fees and costs, and Incentive Awards, and LWDA Payment, pursuant to Section 3.06(a)-(j) below.

x. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

y. “Notice Packet” means the Notice of Proposed Class Action and PAGA Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

z. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq.*

aa. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of Aggrieved Employees’ claim for civil penalties arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Ten Thousand Dollars (\$10,000), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be included in the Net Settlement Amount and distributed to Aggrieved Employees.

bb. “PAGA Individual Payment Fund” means the 25% of the PAGA Settlement Amount that will be distributed to Aggrieved Employees.

cc. “PAGA Period” means September 20, 2019 through November 19, 2021.

dd. “Aggrieved Employees” means all current and former non-exempt employees who performed work in California and who are or were employed by Defendant in California at any time during the PAGA Period.

ee. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude themselves from the Settlement and who will therefore receive their share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid their Individual Settlement Payment.

ff. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement set forth in this Agreement.

gg. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members and Aggrieved Employees.

hh. “Qualifying Workweeks” means the number of weeks that Class Members worked in California for Defendant as non-exempt employees during the Class Period. The calculation of a

1 Class Member's workweeks for work performed in California shall be obtained from Defendant's
2 records.

3 ii. "Qualifying Pay Periods" are pay periods worked in California by Aggrieved
4 Employees during the PAGA Period. The calculation of an Aggrieved Employee's pay periods for
5 work performed in California in a particular pay period shall be obtained from Defendant's records.

6 jj. "Released Claims" means all claims that were alleged or could have been alleged
7 based on the facts alleged in the First Amended Complaint of *Tattiana Bennet Williams, individually*
8 *and on behalf of all others similarly situated v. Trego/Dugan Aviation of Grand Island, Inc.; and*
9 *DOES 1 through 20, inclusive,* Case No. CGC-21-590239, which arose during the Class Period
10 against the Released Parties. The Released Claims exclude claims for workers' compensation or
11 unemployment insurance benefits. This release will cover all Class Members who do not opt out.

12 kk. "Released PAGA Claims" means any and all Private Attorneys General Act claims
13 for civil penalties based on the facts alleged in operative Complaint in this Action, the PAGA letter
14 submitted to the LWDA by Plaintiffs, and any further amended PAGA letters submitted to the
15 LWDA by Plaintiffs, through the PAGA Period. Aggrieved Employees cannot opt out of this waiver
16 of claims.

17 ll. "Released Parties" means Defendant and each and all of its past and present parent,
18 subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint
19 venturers and affiliates, and each of their respective current and former directors, officers, managers,
20 employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors,
21 representatives, general partners, limited partners, joint venturers, and affiliated companies, and each
22 of their respective executors, predecessors, successors, assigns and legal representatives.

23 mm. "Response Deadline" means the deadline by which Class Members must postmark or
24 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
25 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
26 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
27 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
28

Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

nn. "Settlement Administration Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the Class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

oo. "Settlement Administrator" means ILYM Group, Inc. which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement and the MOU.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving

1 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
2 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
3 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
4 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
5 or cited thereafter by any person or entity, including in any manner whatsoever, including without
6 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
7 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
8 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant has denied
9 all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive
10 relief, attorneys' fees and costs, and all other forms of relief asserted in the Action. Defendant has
11 agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
12 the Date of Finality does not occur, Defendant does not waive, but rather expressly reserves, all rights
13 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
14 including, without limitation, the ability to challenge class or collective treatment on any grounds, as
15 well as to assert any and all other potential defenses or privileges.

16 The Parties and their respective counsel shall take all steps that may be requested by the Court
17 relating to the approval and implementation of this Agreement and shall otherwise use their
18 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
19 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
20 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
21 resolution, the Parties agree to seek the assistance of mediator Francis J. "Tripper" Ortman III to
22 resolve the dispute.

23 **ARTICLE III**

24 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

25 The procedure for obtaining Court approval of and implementing this Agreement shall be as
26 follows:

27 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

1 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying
2 the Class to include all claims pled that were alleged or could have been alleged based on the facts
3 alleged in the First Amended Complaint and the PAGA letter to the LWDA, which arose during the
4 Class Period and PAGA Period, for preliminary approval of this Agreement. The date that the Court
5 grants preliminary approval of this Agreement will be the “Preliminary Approval Date.”

6 **Section 3.02: The Settlement Administrator**

7 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
8 Settlement Administrator, including but not limited to distributing and responding to inquiries about
9 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
10 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
11 and distributing them to Participating Class Members and/or Aggrieved Employees, establishing and
12 maintaining the QSF, administering unclaimed checks, and issuing the payment to Class Counsel for
13 attorneys’ fees and costs, the Incentive Award checks to Named Plaintiffs, and the employer payroll
14 taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all
15 of the terms and conditions of this Agreement.

16 All Court-approved costs of administering the Settlement, including but not limited to all
17 costs and fees associated with preparing, issuing and mailing any and all notices to Class Members
18 and Participating Class Members and/or Aggrieved Employees, all costs and fees associated with
19 computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees
20 associated with preparing any tax returns and any other filings required by any governmental taxing
21 authority or agency, all costs and fees associated with preparing any other checks, notices, reports,
22 or filings to be prepared in the course of administering disbursements from the Net Settlement
23 Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in
24 connection with the execution of its duties under this Agreement (“Settlement Administration
25 Costs”), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

26 **Section 3.03: Notice to Class Members and/or Aggrieved Employees**

27 No later than five (5) business days after the Preliminary Approval Date, Defendant will
28 provide the Settlement Administrator with a “Class List” in electronic format based on its business

1 records, identifying the names of the Class Members and/or Aggrieved Employees, their last known
2 home addresses, Social Security numbers or, as applicable, other taxpayer identification number,
3 their dates of employment, and weeks and pay periods worked during the Class Period and PAGA
4 Period, respectively.

5 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
6 Administrator will send Class Members and/or Aggrieved Employees, by first-class mail, at their last
7 known address, the Court approved Notice Packet, including notice of this Settlement and of the
8 opportunity to opt out of the Settlement Class but not the PAGA Released Claims. The Notice Packet
9 will include a calculation of the Class Member's approximate share of the Net Settlement Amount.
10 Class Members will have sixty (60) days from the date of mailing to postmark objections or requests
11 for exclusion. Prior to the initial mailing, the Settlement Administrator will confirm all Class Member
12 and/or Aggrieved Employee addresses against the National Change of Address database and shall
13 update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all
14 returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was
15 undeliverable. If a Notice Packet is re-mailed, the Class Member and/or Aggrieved Employee shall
16 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
17 initial mailing, whichever is later, to postmark objections or requests for exclusion from the
18 Settlement Class but not the PAGA Released Claims. Class Members and/or Aggrieved Employees
19 shall not be required to submit claim forms in order to receive a proportional share of the Net
20 Settlement Amount.

21 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
22 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
23 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
24 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
25 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
26 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
27 that reasonable means be used to locate Class Members and/or Aggrieved Employees and that the
28 Settlement Administrator be given discretion to take reasonable steps in order to facilitate notice of

1 the Settlement and delivery of the Individual Settlement Payments to all Participating Class Members
2 and/or Aggrieved Employees.

3 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
4 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
5 status report provided to the Parties.

6 In the event a Class Member and/or Aggrieved Employee's Notice Packet remains
7 undeliverable sixty (60) calendar days after the Notice Packet was initially mailed, the Settlement
8 Administrator will not mail that Class Member and/or Aggrieved Employee's Individual Settlement
9 Payment. The Settlement Administrator will hold their Individual Settlement Payment during the
10 check cashing period on behalf of them. If at the conclusion of the check cashing period the Class
11 Member and/or Aggrieved Employee's Notice Packet and Individual Settlement Payment remain
12 undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds
13 from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(f)
14 below.

15 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
16 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
17 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
18 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
19 exclusion and objections that the Settlement Administrator received.

20 **Section 3.04: Responses to Notice**

21 **a. Class Member and/or Aggrieved Employee Disputes**

22 If any Class Member and/or Aggrieved Employee disagrees with Defendant's records as to
23 their Qualifying Workweeks or Qualifying Pay Periods during the Class Period and PAGA Period as
24 reflected in the Notice Packet, the Class Member and/or Aggrieved Employee shall set forth in
25 writing the Qualifying Workweeks or Qualifying Pay Periods he/she claims to have worked during
26 the Class Period or PAGA Period and submit such writing to the Settlement Administrator by the
27 Response Deadline, along with any supporting documentation. The Notice will also provide a method
28 for the Class Member and/or Aggrieved Employee to challenge the employment data on which their

1 Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties
2 regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to
3 resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying
4 Workweeks or Qualifying Pay Periods for each Class Member and/or Aggrieved Employee during
5 the Class Period and/or PAGA Period based on the information provided to it.

6 **b. Requests for Exclusion from Class**

7 In order for any Class Member to validly exclude themselves from the Class and this
8 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
9 Member or their legally authorized representative, and must be sent to the Settlement Administrator,
10 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
11 Administrator re-mails the Notice Packet, whichever is later). The Notice Packet shall contain
12 instructions on how to validly exclude themselves from the Class and this Settlement (*i.e.*, opt out),
13 including the language to be used in a request for exclusion. The date of the initial mailing of the
14 Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively
15 determined according to the records of the Settlement Administrator. Unless provided for otherwise
16 in this Agreement, any Class Member who timely and validly requests exclusion from the Class and
17 this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the
18 terms and conditions of this Agreement, and will not have any right to object, appeal, or comment
19 thereon. With respect to the Aggrieved Employees, or Class Members who are also Aggrieved
20 Employees, the Parties agree that they have no right to exclude themselves from the Settlement for
21 purposes of the Released PAGA Claims.

22 Any Class Member who fails to timely submit a request for exclusion shall automatically be
23 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
24 determined by the Court's Final Order Approving Settlement of Class and PAGA Action, and by the
25 other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the
26 Action and/or released in this Agreement will be extinguished.

1 **c. Objections to Settlement**

2 For any Class Member to object to this Agreement, the person making the objection must not
3 submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement
4 Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after
5 the Settlement Administrator re-mails the Notice Packet to the Class Member, whichever is later), a
6 written statement of the grounds of objection, signed by the objecting Class Member or their attorney,
7 along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date
8 the signed objection was postmarked, shall be conclusively determined according to the records of
9 the Settlement Administrator. The Settlement Administrator shall send any objections it receives to
10 Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may
11 also appear at the final approval hearing to object. The Court retains final authority with respect to
12 the consideration and admissibility of any Class Member objections.

13 **d. Encouragement of Class Members**

14 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
15 indirectly, through any person, encourage or solicit any Class Member to exclude themselves from
16 this Settlement (*i.e.*, opt out), or to object to it. However, Class Counsel may respond to inquiries
17 from Class Members.

18 **e. Right of Plaintiffs to Adjust Gross Settlement Amount**

19 Defendant has estimated the number of Class Members as 194 and the number of workweeks
20 to be 5,470. If the number of Class Members or the number of workweeks increases by more than
21 10% (which is more than 213 Class Members or 6,017 workweeks) as of the end of the Class Period,
22 the Gross Settlement Amount will increase pro rata, that is to say that if the number of Class Members
23 or work weeks is 11% greater, the Gross Settlement Amount will be increased by 1%, 12% greater,
24 by 2%, etc.

25 **f. Defendant's Right to Withdraw Based on Opt-Outs**

26 If, prior to the date of the Final Order, 10% or more of the Class Members have submitted
27 proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendant
28 may, at its election, void the Agreement and MOU and all actions taken in its furtherance will be

1 thereby null and void. Defendant must exercise this right, in writing, to Class Counsel, within seven
2 (7) business days after the Settlement Administrator notifies the Parties of the total number of opt-
3 outs. If the option to void is exercised, Defendant is responsible for paying any Settlement
4 Administrator Costs incurred through the Date that Defendant gives written notice to Class Counsel
5 of its intent to withdraw.

6 **Section 3.05: Final Fairness and Approval Hearing**

7 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
8 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
9 and determine whether the Court should give it final approval, and (2) consider any objections made
10 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
11 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
12 Proposed Final Order Approving Settlement of Class and PAGA Action.

13 **Section 3.06: Settlement Payment Procedures**

14 **a. Settlement Amount**

15 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
16 Gross Settlement Amount in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00),
17 subject to the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all
18 Individual Settlement Payments and to Participating Class Members and/or Aggrieved Employees,
19 all administration costs, Class Counsel's attorney's fees and costs, the LWDA Payment, and the
20 Incentive Payments.

21 Within ten (10) court days after the Court signs the Final Order, and after the Settlement
22 Administrator has provided wiring information, Defendant shall transfer the Gross Settlement
23 Amount plus Defendant's share of employer-side payroll taxes into a Qualified Settlement Fund
24 established by the Settlement Administrator either directly or by sending the funds to the Settlement
25 Administer to be deposited and distributed. The Settlement Administrator will use the Gross
26 Settlement Amount to fund payment of the Individual Settlement Payments to Participating Class
27 Members and/or Aggrieved Employees, Class Counsel's attorneys' fees and costs, the Incentive
28 Awards, the LWDA Payment, and the Settlement Administration Costs.

1 Within ten (10) court days after receiving the Gross Settlement Amount and the employer-
2 side payroll taxes from Defendant, the Settlement Administrator will pay the Individual Settlement
3 Payments to Participating Class Members and/or Aggrieved Employees, Class Counsel's attorneys'
4 fees and costs, LWDA Payment, the Incentive Awards, and employer and employee tax withholdings
5 applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement
6 Administrator will perform a search based on the National Change of Address Database to update
7 and correct for any known or identifiable address changes.

8 **b. Payment of Attorneys' Fees and Costs**

9 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
10 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
11 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). Class Counsel shall submit an
12 application for an award of costs not to exceed Twenty Thousand Dollars (\$20,000.00). Such
13 application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval
14 Hearing. Defendant shall not object to or oppose any such application in these amounts. Class
15 Counsel shall serve Defendant with copies of all documents submitted in support of their application
16 for an award of attorneys' fees and costs.

17 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
18 Gross Settlement Amount and shall not constitute payment to any Class Member and/or Aggrieved
19 Employee. The attorneys' fees and costs for Class Counsel approved by the Court shall encompass
20 all work performed, costs, and expenses related to the investigation, prosecution, and settlement of
21 the Action incurred through the Date of Finality. To the extent that the Court approves less than the
22 amount of attorneys' fees and/or costs that Class Counsel requests, the difference between the
23 requested and awarded amounts will be reallocated to the Net Settlement Amount. In the event the
24 Court approves Class Counsel's attorneys' fees and/or costs for an amount less than the amount
25 requested, Class Counsel acknowledges and agrees this shall not be a basis to challenge or object to
26 the remainder of the Agreement or the MOU.

27 **c. Payment of Settlement Administration Costs**

28

1 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
2 shall not constitute payment to any Participating Class Member(s) and/or Aggrieved Employees. The
3 amount shall not exceed Fifteen Thousand Dollars (\$15,000.00).

4 **d. Payment of Incentive Award to Named Plaintiffs**

5 Subject to Court approval, the Named Plaintiffs shall receive Incentive Awards of up to Ten
6 Thousand Dollars (\$10,000.00) each (\$20,000 total), the request for which Defendant will not object
7 to or oppose. Named Plaintiffs will provide a completed IRS Form W-9 to the Settlement
8 Administrator. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall
9 not constitute payment to any Participating Class Member(s) and/or Aggrieved Employees other than
10 the Named Plaintiffs. To the extent that the Court approves less than the amount of the incentive
11 awards that Class Counsel requests, the difference between the requested and awarded amounts will
12 be reallocated to the Net Settlement Amount.

13 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
14 Plaintiffs for their service to the Class Members and Aggrieved Employees, and not wages, the
15 Settlement Administrator will not withhold any taxes from the Incentive Awards. The Incentive
16 Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Named
17 Plaintiffs and to the pertinent taxing authorities as required by law. Plaintiffs shall provide the
18 Settlement Administrator (and not Defendant) with an executed IRS Form W-9 before the Incentive
19 Awards are issued.

20 **e. Payment to the Labor and Workforce Development Agency**

21 In consideration of claims made under PAGA, Class Counsel will request that the Court
22 approve allocation of Ten Thousand Dollars (\$10,000) of the Gross Settlement Amount to these
23 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
24 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
25 to the Net Settlement Amount for distribution to Aggrieved Employees. Defendant will not oppose
26 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
27 The Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the
28 Action, will not invalidate this Agreement.

**f. Payment of Individual Settlement Payments to Participating Class Members
and Aggrieved Employees**

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member, and between all Aggrieved Employees in proportion to the number of individual Qualifying Pay Periods for each Aggrieved Employee. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount (but not including the PAGA Individual Payment Fund) will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. To calculate the minimum amount each Aggrieved Employee will receive based on their individual Qualifying Pay Periods, the PAGA Individual Payment Fund will be divided by the total number of Qualifying Pay Periods by all Aggrieved Employees during the PAGA Period and then allocated on a pro rata basis. Qualifying Workweeks and/or Qualifying Pay Periods will be rounded up to the next whole integer. Each Class Member or Aggrieved Employee's approximate Individual Settlement Payment amount will be included in their Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members and Aggrieved Employees on a pro rata basis based on the individual Qualifying Workweeks and/or Qualifying Pay Periods worked during the Class Period and/or PAGA Period by each Participating Class Member and/or Aggrieved Employee.

Each Individual Settlement Payment will represent wages, reimbursement of necessary business expenses, and penalties allocated using the following formula: 20% allocated to wages; 40% allocated to reimbursement of necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and 40% allocated to statutory penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required

1 withholdings other than the tax withholdings customarily made from employees' wages and shall be
2 reported by IRS 1099 forms.

3 No later than ten (10) business days after receiving the Gross Settlement Amount from
4 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
5 Settlement Payments to Participating Class Members and/or Aggrieved Employees. Individual
6 Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by
7 applicable employer and employee tax withholdings, and the Settlement Administrator will issue a
8 Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator
9 will issue a Form 1099 to the extent required by law for the interest and penalty portions of the
10 Individual Settlement Payments. Participating Class Members shall have 180 days from the date
11 their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks
12 that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed
13 funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member
14 for whom the funds are designated.

15 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
16 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
17 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
18 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
19 Settlement Administrator is unable to obtain a valid mailing address through this process, the
20 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
21 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

22 **g. Ability to Cure Delayed Payment.**

23 In the event Defendant fails to timely fund the Gross Settlement Amount within ten (10)
24 calendar days after the date that the Court grants final approval of the Settlement, the Settlement
25 Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business
26 days of the missed payment. Thereafter, Defendant will have seven (7) calendar days to cure the
27 delayed payment and tender payment to the Settlement Administrator.

28 **h. Treatment of Residue and Cy Pres.**

1 For any portion of the Net Settlement Amount allocated to Qualified Claimants and/or
2 Aggrieved Employees that were not claimed by cashing their respective settlement checks before the
3 deadline to do so, that remaining amount shall be donated to Legal Aid at Work. No portion of the
4 Gross Settlement Amount will revert to Defendant for any reason.

5 **i. No Credit Toward Benefit Plans.**

6 All Individual Settlement Payments paid to Class Members and Aggrieved Employees shall
7 be deemed to be income solely in the year in which such amounts were actually received. The
8 Individual Settlement Payments made to Participating Class Members and Aggrieved Employees
9 under this Agreement, as well as any other payments made pursuant to this Agreement, will not be
10 utilized to calculate any additional benefits under any benefit plans to which any Class Members and
11 Aggrieved Employees may be eligible, including, but not limited to: profit-sharing plans, bonus
12 plans, retirement plans, 401(k) plans, deferred compensation benefits, stock purchase plans, vacation
13 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that
14 the Individual Settlement Payments provided for in this are the sole payments to be made by
15 Defendant to the Class Members and Aggrieved Employees in connection with this Agreement
16 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
17 that might have been in effect during the period covered by this Agreement).

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Neither the payment of any sum of money nor the execution or delivery of this Agreement shall constitute or be construed as an admission, express or implied, by any of the Released Parties of liability, or of the truth or falsity of any of the claims made by the Named Plaintiffs which the Released Parties expressly deny, or of any matter pertaining to any claims or defenses alleged or asserted in connection with the Named Plaintiffs' association with, employment with, and/or termination from Defendant.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement (or MOU), nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement and MOU or for Defendant to establish that a Class Member and/or Aggrieved Employee has resolved any of their claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement and the MOU shall be considered null and void;

(ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement and MOU shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Pursuant to this Agreement, and the MOU signed by Tattiana Bennett Williams on December 5, 2021, upon the date Defendant fully funds the Gross Settlement Amount, the Named Plaintiffs and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all Released Claims, including but not limited to (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to furnish accurate itemized wage statements (6) failure to pay wages upon separation of employment and within the required time (7) failure to reimburse necessary business expenses (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims.

1 **Section 5.02: Released Claims by Aggrieved Employees**

2 Upon the date Defendant fully funds the Gross Settlement Amount, the State of California
3 and Aggrieved Employees release the Released Parties from all claims exhausted in the Named
4 Plaintiffs' PAGA letter sent to the LWDA and alleged in the operative complaint, which arose during
5 the PAGA Period, regardless of whether Aggrieved Employees opt out of the Class Settlement. In
6 addition, on the date Defendant fully funds the Gross Settlement Amount, all Aggrieved Employees
7 and their successors in interest will be permanently enjoined and forever barred from prosecuting
8 any of the Released PAGA Claims against any of the Released Parties that arose during the PAGA
9 Period.

10 **Section 5.03: The Named Plaintiffs' Release of Known and Unknown Claims**

11 Upon the date Defendant fully funds the Gross Settlement Amount, Named Plaintiffs, on
12 behalf of themselves, and their heirs, executors, administrators, and representatives, shall and does
13 hereby forever releases, discharges, and agrees to hold harmless Released Parties from any and all
14 charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages,
15 actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney
16 fees and costs), known or unknown, at law or in equity, which each may have as of the signing of
17 this Settlement, arising out of or in any way connected with their employment with Defendant
18 including, the Released PAGA Claims, claims that were asserted or could have been asserted in the
19 Action, and any and all transactions, occurrences, or matters between the Parties occurring prior to
20 the Date of Finality. Without limiting the generality of the foregoing, this release shall include, but
21 not be limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b)
22 Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C.
23 § 1981, as amended; (e) the Fair Labor Standards Act, as amended; (f) the Equal Pay Act; (g) the
24 Employee Retirement Income Security Act, as amended; (h) the Consolidated Omnibus Budget
25 Reconciliation Act; (i) the Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k) the
26 Civil Rights Act of 1966; (l) the California Fair Employment and Housing Act; (m) the California
27 Constitution; (n) the California Labor Code; (o) the California Government Code; (p) the California
28 Civil Code; (q) the California Wage Orders, and (r) any and all other federal, state and local statutes,

ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws.

The Named Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

“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.”

The Named Plaintiffs’ general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code § 1542. The Named Plaintiffs may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the Date of Finality, she shall and hereby does fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement and the MOU may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

1 **Section 6.02: Assignment**

2 None of the rights, commitments, or obligations recognized under this Agreement or the
3 MOU may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the
4 express written consent of each other Party and their respective counsel. The representations,
5 warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the
6 Parties under this Agreement and MOU and shall not be construed to confer any right or to avail any
7 remedy to any other person.

8 **Section 6.03: Governing Law**

9 This Agreement and the MOU shall be governed, construed, and interpreted, and the rights
10 of the Parties shall be determined, in accordance with the laws of the State of California, without
11 regard to conflicts of laws.

12 **Section 6.04: Confidentiality**

13 Named Plaintiffs and Class Counsel agree to keep the nature, terms, and monetary amount of
14 this Agreement and the MOU strictly confidential until preliminary approval of this Agreement by
15 the Court, except as necessary to seek Court approval or enforce the terms of this Agreement or the
16 MOU. Class Counsel agrees that it will not identify the Action or this Settlement on its website,
17 issue a press release, or otherwise publicize this Settlement. If asked by a member of the media about
18 this Settlement, Named Plaintiffs and Class Counsel shall not comment on it. Nothing in this
19 Agreement or the MOU shall prohibit disclosure of the terms of this Agreement or the MOU as
20 necessary in any legal or administrative proceedings directly related to the Named Plaintiffs'
21 employment with the Company, to prepare and file income tax forms, or pursuant to court order after
22 reasonable notice to the Company; provided that the Named Plaintiffs and/or Class Counsel instructs
23 the recipient(s) of the information (with the exception of a governmental agency), and such
24 individuals agree not to disclose the terms of this Agreement or the MOU. This provision does not
25 prohibit Class Counsel from disclosing the material terms of this Settlement in future judicial
26 submissions regarding Class Counsel's qualifications and experience. Class Counsel will also be
27 permitted to communicate with Class Members pursuant to their ethical and fiduciary duties as Class
28 Counsel.

1 **Section 6.05: Non-Disparagement**

2 The Named Plaintiffs agrees not to make statements to clients, customers, and suppliers of
3 the Released Parties or to make any public statements that are in any way disparaging or negative
4 towards the Released Parties or their products and services. Defendant agrees that it's directors,
5 officers, and managers, will not make any voluntary statements, written or oral, that are in any way
6 disparaging or negative toward the Named Plaintiffs. Nothing in this Agreement prevents the Named
7 Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as
8 harassment or discrimination or any other conduct that she has reason to believe is unlawful.

9 **Section 6.06: Pending Claims and Covenant Not to Sue By the Named Plaintiffs**

10 The Named Plaintiffs does not have a claim against the Company or any of the Released
11 Parties for sexual assault; sexual harassment; or unlawful workplace harassment or discrimination,
12 failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a
13 person for reporting or opposing harassment or discrimination whether or not filed in a court or
14 government agency proceeding, in an alternative dispute resolution forum, or through the Company's
15 internal complaint process other than the Lawsuit.

16 The Named Plaintiffs understand that this Agreement and the MOU will be final and binding.
17 The Named Plaintiffs agree not to file a lawsuit or arbitration proceeding based on any claim that
18 settled by this Agreement or the MOU. If the Named Plaintiffs break this promise, the Named
19 Plaintiffs agree to pay all of the Released Party's costs and expenses (including reasonable attorneys'
20 fees) related to the defense of any claims.

21 **Section 6.07: Entire Agreement**

22 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
23 contains the entire understanding of the Parties with respect to the subject matter contained herein.
24 In case of any conflict between text contained in this Agreement and text contained in the Exhibits
25 to this Agreement, the former (*i.e.*, the text of the Agreement) shall be controlling, unless the Exhibits
26 are changed by or in response to a Court order. There are no restrictions, promises, representations,
27 warranties, covenants, or undertakings governing the subject matter of this Agreement or the MOU
28 other than those expressly set forth or referred to herein. This Agreement and the MOU supersede

all prior agreements (except the Named Plaintiffs' obligations under any other agreements with Defendant regarding the non-disclosure of trade secrets and confidential or proprietary information, prohibiting solicitation of customers, suppliers, or employees, prohibiting competition with the employer, assigning intellectual property, or providing for a dispute resolution mechanism, contained in any agreements Plaintiffs have entered into with Defendant under applicable law remains unchanged and will continue to exist) and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

Section 6.08: Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition set forth in this Agreement or the MOU may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.09: Counterparts and Fax/PDF Signatures

This Agreement, the MOU, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original. All counterparts taken together shall constitute one instrument. A fax or PDF signature on this Agreement or the MOU shall be as valid as an original signature.

Section 6.10: Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement or the MOU, Class Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

1 **Section 6.11: Agreement Binding on Successors**

2 This Agreement and the MOU will be binding upon, and inure to the benefit of, the successors
3 in interest of each of the Parties.

4 **Section 6.12: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement and the
6 MOU. Neither this Agreement nor the MOU will not be construed against any Party on the basis that
7 the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement of
8 the MOU.

9 **Section 6.13: Fair and Reasonable Settlement**

10 The Parties believe that this Agreement and the MOU reflect a fair, reasonable, and adequate
11 settlement of the Action and have arrived at this Agreement and the MOU through arm's-length
12 negotiation and in the context of adversarial litigation, taking into account all relevant factors, current
13 and potential. The Parties further believe that the Settlement is and is consistent with public policy,
14 and fully complies with applicable law.

15 **Section 6.14: Headings**

16 The descriptive heading of any section or paragraph of this Agreement is inserted for
17 convenience of reference only and does not constitute a part of this Agreement and shall not be
18 considered in interpreting this Agreement.

19 **Section 6.15: Notice**

20 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
21 communications under this Agreement must be in writing and addressed as follows:

22 *To Named Plaintiffs and the Class:*

23 Kashif Haque
24 Samuel A. Wong
25 Jessica L. Campbell
26 Carolyn M. Bell
27 AEGIS LAW FIRM, PC
28 9811 Irvine Center Drive, Suite 100
 Irvine, California 92618
 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251

And

To Defendant:

Michael J. Hui
mhui@littler.com
Matthew J. Mardesich
mmardesich@littler.com
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: 415.433.1940
Fax No: 415.399.8490

Section 6.16: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement and the MOU shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement and the MOU. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.17: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement and the MOU, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement and the MOU shall use their best efforts, to effectuate and implement this Agreement and the MOU and their terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any

supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.18: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement and the MOU, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.19: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement and the MOU as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement or the MOU, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement or the MOU.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement. The Parties and their counsel expressly acknowledge that Plaintiff Tattiana Bennett Williams executed the MOU, which set forth the material terms of this agreement.

Dated: 8/18/2022 _____

JANIRA PELMORE

By: _____

Named Plaintiff

DocuSigned by:

Janira Pelmore

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Dated: 9/16/2022

TATTIANA BENNETT WILLIAMS

DocuSigned by:
Tattiana Williams
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By: Named Plaintiff Tattiana Bennett Williams

Dated:

TREGO/DUGAN AVIATION OF GRAND ISLAND, INC.

By:

(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated:

AEGIS LAW FIRM, PC

By:

Kashif Haque
Jessica L. Campbell
Carolyn M. Bell

Attorneys for Named Plaintiffs

Dated:

LITTLER MENDELSON, P.C.

By:

Michael J. Hui
Matthew J. Mardesich

Attorneys for Defendant Trego/Dugan Aviation of Grand Island, Inc.

1 Dated: _____
2

TREGO/DUGAN AVIATION OF GRAND
ISLAND, INC.

3 By: _____
4 (Signature)

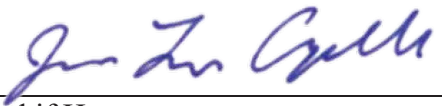
5 _____
6 (Printed Name)

7 _____
8 (Title)

9 **APPROVED AS TO FORM ONLY:**

10
11
12 Dated: 8/18/2022

AEGIS LAW FIRM, PC

13
14 By: 
15 Kashif Haque
16 Jessica L. Campbell
17 Carolyn M. Bell

Attorneys for Named Plaintiffs

18
19 Dated: _____
20

LITTLER MENDELSON, P.C.

21 By: _____
22 Michael J. Hui
23 Matthew J. Mardesich

Attorneys for Defendant Trego/Dugan Aviation
of Grand Island, Inc.

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Dated: _____

TREGO/DUGAN AVIATION OF GRAND ISLAND, INC.

By: _____
(Signature)

Vincent J. Dugan
(Printed Name)

President
(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

AEGIS LAW FIRM, PC

By: _____
Kashif Haque
Jessica L. Campbell
Carolyn M. Bell

Attorneys for Named Plaintiffs

Dated: August 22, 2022

LITTLER MENDELSON, P.C.

By: _____
Michael J. Hui
Matthew J. Mardesich

Attorneys for Defendant Trego/Dugan Aviation of Grand Island, Inc.

4884-3535-1065.1 / 111662-1001

Exhibit A

**MEMORANDUM OF UNDERSTANDING RE CLASS ACTION AND PAGA
SETTLEMENT (“MOU”)**

Tattiana Bennett Williams v. Trego/Dugan Aviation of Grand Island, Inc., San Francisco
Superior Court Case No. CGC-21-590239

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1. **Gross Settlement Amount (“GSA”)**: \$450,000 shall be paid by Defendant Trego/Dugan Aviation of Grand Island, Inc. (“Defendant”) after either (a) the 60th calendar day after a signed order approving this Agreement has been filed provided no motion to vacate the judgment, appeal, writ or other appellate proceeding having been filed; or (b) the seventh (7th) calendar day after any motion to vacate the judgment, appeal, writ, or other appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of the settlement and there is no right to pursue further remedies or relief, whichever is later (“Effective Date”). The GSA will become due within 10 days of the Effective Date.
 2. **Net Settlement Amount (“NSA”)**: Attorneys’ fees, costs, class representative enhancement award, PAGA Payment (defined below), and settlement administration costs will be deducted from the GSA to calculate the NSA to be distributed to the class.
 3. **No Reversion, No Claims Made**: There will be no reversion to Defendant and no claims process for all current and former non-exempt employees who performed work in the State of California for Defendant at any time during the Class Period (defined below) who does not opt-out of the settlement (“Class Members”) to receive payment.
 4. **Release of Class and PAGA Claims**: All Class Members will be bound by a release of claims that were alleged or could have been alleged based on the facts, alleged in the First Amended Complaint, and the PAGA letter, which arose during the Class Period against Defendant and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives (collectively, “Released Parties”). In addition, Plaintiff Tattiana Bennett Williams (“Plaintiff”) will release the Released Parties from any and all charges, complaints, claims, causes of action, demands, disputes, damages, attorneys’ fees, costs, losses and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time heretofore, had or could have had, including but not limited to any and all claims arising out of, relating to or resulting from her employment with and/or separation from employment with Defendant, including any claims arising under any federal, state or local law, statute, ordinance, rule or regulation or Executive Order relating to employment.
 5. **Class and PAGA Period**: The “Class Period” shall be from September 20, 2016 through November 19, 2021 (“Class Period”). The “PAGA Period” shall be September 20, 2019, through November 19, 2021 (“PAGA Period”).

6. **Net Settlement Fund Designation/Characterization of Settlement Payments to Class:** The NSA shall be characterized as follows: 20% wages, 40% business expenses, 40% statutory penalties and interest.
7. **Enhancement Award:** Defendant shall not oppose Plaintiff's request for \$10,000 to serve as a class representative ("Enhancement Award"). Any portion of the Enhancement Award allocation not approved by the court will revert to participating class members.
8. **Employer's Share of Payroll Taxes:** Defendant's share of payroll taxes will be paid by Defendant separate from and in addition to the GSA.
9. **Uncashed or Returned Checks:** Funds from uncashed or returned checks will be distributed to a *cy pres* chosen by Plaintiff and Defendant (the "Parties") or the State Controller Unclaimed Property Fund.
10. **Settlement Administration Costs:** The settlement administrator's fees and expenses shall be paid out of the GSA. Any unused funds of this cost allocation will revert to participating class members.
11. **Attorney's Fees:** Defendant shall not oppose Plaintiff's request for attorney's fees of up to one-third of the GSA. Any portion of the fee allocation not approved by the court will revert to participating class members.
12. **Costs:** Defendant shall not oppose Plaintiff's request for reimbursement for Plaintiffs' litigation costs, which will be paid from the GSA. Any unused funds of this cost allocation will revert to participating class members.
13. **Payment to LWDA:** The parties allocate \$10,000 to settlement of PAGA claims ("PAGA Payment"), 75% of which shall be paid to the California Labor & Workforce Development Agency ("LWDA") and 25% of which shall be distributed pro rata to all current and former non-exempt employees who performed work in the State of California for Defendant during the PAGA Period ("PAGA Employees").
14. **Settlement Distribution to Class Members and PAGA Employees:** Class Members' settlement shares will be calculated pro rata based on the workweeks per Class Member during the Class Period. PAGA Employees' settlement shares will be calculated pro rata based on the pay periods per PAGA Employee during the PAGA Period.
15. **Pro Rata Increase:** If the number of Class Members exceeds 194 by more than 10% or the number of workweeks exceeds 5,470 by more than 10%, the GSA will increase pro rata, that is to say that if the number of Class Members or work weeks is 11% greater, the GSA will be increased by 1%, 12% greater, by 2%, etc.
16. **Confidentiality:** Plaintiff and her counsel agree to keep the terms of this MOU and any stipulated settlement agreement confidential until preliminary approval, except as necessary to seek Court approval or to enforce their terms. Plaintiff's counsel agrees that it will not identify the action or this settlement on its website, issue a press release, or otherwise publicize this settlement. If asked by a member of the media about this settlement, Plaintiff and her counsel shall not comment on it.

17. **Enforceability:** The Parties intend to enter into a more formal “long-form” agreement not inconsistent with the terms of this MOU within 30 days of the date of execution of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6.
18. **Drafting of Long-Form Settlement Agreement and Preliminary Approval Papers:** Plaintiffs’ counsel will draft the long-form settlement agreement. Plaintiffs’ counsel will draft the motion for preliminary approval and motion for final approval.

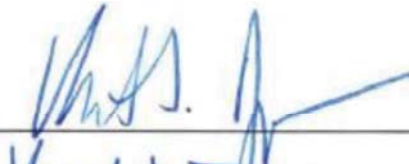
Dated: 12/5/2021

PLAINTIFF TATTIANA WILLIAMS


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Tattiana Williams

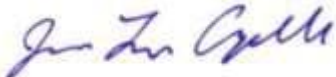
Dated: November 19, 2021

DEFENDANT TREGO/DUGAN
AVIATION OF GRAND ISLAND, INC.

By: 
Vincent J. Dugan

Dated: November 19, 2021

AEGIS LAW FIRM, PC


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Dated: November 19, 2021

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