

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JAMIE BRESSMAN, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

ROSS AVIATION OPERATIONS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV30675

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

**DECLARATION OF HELENE MAYER
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Plaintiff's Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class
Representative (Jamie Bressman); and
[Proposed] Order filed concurrently
herewith]

Date: March 4, 2024
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: August 19, 2021
FAC Filed: October 4, 2022
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jamie Bressman (“Plaintiff”) in the above-captioned action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of the above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
9 has almost exclusively focused on the prosecution of consumer and employment class actions,
10 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
11 fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions,
12 taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses
13 for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together
14 with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has
15 successfully litigated cases involving the executive, administrative, and other overtime exemptions
16 to the State of California and federal overtime compensation requirements. Under his supervision,
17 Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice
18 in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or
19 representative action cases.

20 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
21 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
22 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
23 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
24 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
25 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
26 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
27 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
28 of the State of California and all United States District Courts in the State of California. He has

1 worked on many wage-and-hour class action and representative action cases, taking the lead in
2 taking and defending depositions, arguing motions, and attending mediations. He has played an
3 integral role in preparing matters for class certification, including and not limited to, successful
4 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
5 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
6 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
7 RG13680477). He has worked on over one hundred (100) class action or representative action
8 cases which have resulted in settlement, including, and not limited to those listed in paragraph 7
9 herein.

10 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
11 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
12 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
13 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
14 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
15 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
16 Court. She has taken and defended dozens of depositions and successfully handled motion practice
17 in class action cases regarding discovery (including and not limited to, regarding class contact
18 information), class certification (both contested class certification and stipulated class
19 certification), arbitration agreements, coordination, and intervention. She has successfully
20 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
21 Attorneys General Act (“PAGA”) and employer efforts to compel arbitration of PAGA claims,
22 e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439
23 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017)
24 and *ZB, N.A. v. Superior Court* 8 Cal.5th175 (2019). She also has extensive experience with class
25 action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian’s
26 supervision, the firm has handled the class certification and court approval process for hundreds
27 of class action and/or representative action matters that have successfully resolved. She is a
28 member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked at law firms focused primarily on family law matters, including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

///

///

1 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national property management company involving
3 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC430918.

6 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer involving allegations of misclassification of
8 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a bank, involving allegations of
13 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
14 granted final approval of the class and PAGA representative action settlement. The Kern County
15 Superior Court Case Number is S-1500-CV-273194-LHB.

16 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-
21 2012-00136285.

22 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class action against a multinational corporation that provides global workplace
24 solutions, involving allegations of misclassification of the “Operations Manager” position. On
25 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
26 County Superior Court Case Number is BC478769.

27 ///

28 ///

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco County
5 Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action involving allegations of misclassification of
8 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
9 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
10 the class and PAGA representative action settlement. The Los Angeles County Superior Court
11 Case Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
26 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.

28 ///

1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 ///

27 ///

28 ///

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Orange County Superior Court Case Number is
10 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

28 ///

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 ///

27 ///

28 ///

1 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a behavioral health service provider on behalf of non-exempt
3 employees. On November 13, 2018, the court granted final approval of the class and PAGA
4 representative action settlement. The Alameda County Superior Court Case Number is
5 RG16811450.

6 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 PAGA representative action against a global provider of products and services to the energy
8 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
9 granted approval of the PAGA representative action settlement. The Kern County Superior Court
10 Case Number is S-1500-CV-280215-SDC.

11 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
12 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
13 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
14 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
15 Council Coordination Proceeding Number is 4886.

16 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
18 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
19 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
20 and the Judicial Council Coordination Proceeding Number is 4921.

21 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a national retailer of apparel and
23 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
24 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
25 court granted final approval of the class and PAGA representative action settlement. The
26 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

27 ///

28 ///

1 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class and PAGA representative action against a medical equipment supplier on
3 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
4 for class certification and certified a class. The San Bernardino County Superior Court Case
5 Number is CIVDS1505744.

6 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
7 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
8 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
9 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
10 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
11 of the PAGA representative action settlement. The San Diego County Superior Court Case
12 Number is 34-2015-00175330.

13 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a large national drug testing
15 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
16 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
17 granted final approval of the class and PAGA representative action settlement. The San Diego
18 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

19 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
21 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
22 court granted in part the plaintiff's motion for class certification and certified a class. The
23 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
24 Judicial Council Coordination Proceeding Number is 4930.

25 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services on
27 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
28 for class certification and certified a class. On August 27, 2021, the court granted final approval

1 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
2 00025968-CU-OE-CTL.

3 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
8 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
9 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
10 13, 2023, the court granted plaintiffs' motion for class certification and certified a class. The Los
11 Angeles County Superior Court Case Number is BC707670.

12 THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

13 8. Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of the fully
14 executed Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or
15 "Settlement Agreement") entered into by and between Plaintiff Jamie Bressman, individually and
16 on behalf of all others similarly situated and other aggrieved employees, on the one hand, and
17 Defendant Ross Aviation Operations, LLC ("Defendant" or "Ross Aviation"), on the other hand
18 (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of
19 Class Action Settlement ("Class Notice"), which is attached as "**EXHIBIT 1**" to the Proposed
20 Order filed concurrently herewith, and respectfully request that the Court approve it as well.

21 9. Based on information provided by Defendant, as of February 2024, the Class Members
22 are estimated to consist of approximately one hundred fifty-four (154) individuals, and the
23 PAGA Employees are estimated to consist of ninety-eight (98) individuals.

24 10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class
25 Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following
26 respects: (1) Class Members, the State of California, and PAGA Employees recover over a
27 reasonably short period of time as opposed to waiting additional years for the same, or possibly
28 worse, result; (2) a guaranteed result that compares favorably with other similar complex wage-

1 and-hour class action and/or representative action settlements of this type, given the strengths and
2 weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have
3 only increased substantially had the case progressed through certification, trial, and/or appeals.

4 11. Class Counsel has litigated the case for over two (2) years, and was actively
5 preparing the matter for class certification and trial. The Parties have engaged in extensive
6 settlement negotiations and participated in a formal, full-day mediation conducted by Hon. Lesley
7 Green (Ret.), a well-respected mediator experienced in mediating complex labor and employment
8 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged
9 extensive information and engaged in discussions regarding their evaluations of the case and
10 various aspects of the case, including but not limited to, the risks and delays of further litigation,
11 the risks to the Parties of proceeding with class certification and/or representative adjudication,
12 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
13 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
14 possibility of appeals, among other things. During all settlement discussions, the Parties conducted
15 their negotiations at arm's length in an adversarial position. Arriving at a settlement that was
16 acceptable to both Parties was not easy. Defendant and its counsel felt strongly about its ability
17 to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they
18 would be able to obtain class certification and prevail at trial. After conducting extensive
19 investigations, informal discovery, exchange of information, and extensive settlement
20 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
21 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
22 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
23 reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class
24 Members, and of the Released PAGA Claims of the PAGA Employees and the State of California,
25 against the Released Parties.

26 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
27 and scope of the claims, and were preparing the matter for class certification and trial. Class
28 Counsel conducted significant investigation and informal discovery regarding the facts of the

1 cases, including and not limited to, the exchange, review, and analysis of a large volume of
2 documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and
3 documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's
4 employment records, a detailed sampling of Plaintiff's and other Class Members' time and pay
5 data, Defendant's Employee Handbook, internal memoranda, new hire orientation checklists, job
6 descriptions, company policy acknowledgments (including but not limited to At-Will Employment
7 Agreement and Acknowledgment of Receipt of Employee Handbook), forms (including but not
8 limited too On-Duty Meal Period Waiver), and procedures and policies (including but not limited
9 to At-Will Employment Policy, Lunch Period and Rest Breaks policy, California State Supplement
10 to Employee Handbook, Payroll and Accounting Policies), among other information and
11 documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to
12 gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on
13 numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production
14 of documents and data prior to the mediation. Class Counsel also drafted Plaintiff's mediation
15 brief and prepared for and attended court proceedings, settlement negotiations, and the mediation,
16 among other tasks.

17 13. Counsel for the Parties have also invested time researching and investigating the
18 applicable law, which is constantly evolving as it relates to certification, representative PAGA
19 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
20 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
21 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
22 reasonable.

23 14. The Settlement provides for a Total Settlement Amount of Seven Hundred Fifty
24 Thousand Dollars and Zero Cents (\$750,000.00) on a non-reversionary basis. The Net Settlement
25 Amount is the Total Settlement Amount less the following amounts, subject to approval by the
26 Court: Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, Settlement
27 Administration Costs to the Settlement Administrator, and the PAGA Penalty Amount. Assuming
28 that the amounts allocated under the Settlement toward these payments are awarded by the Court,

1 the Net Settlement Amount that will be available for distribution to the Settlement Class Members
2 is currently estimated to be Three Hundred Thirty-Nine Thousand Five Hundred Dollars and Zero
3 Cents (\$339,500.00). Additionally, 75% of the PAGA Penalty Amount (i.e., the LWDA Payment),
4 which is \$75,000.00 out of \$100,000.00, will be distributed to the Labor and Workforce
5 Development Agency (“LWDA”) and 25% of the PAGA Penalty Amount, which is \$25,000.00
6 out of \$100,000.00, will be distributed to PAGA Employees on a *pro rata* basis. The Net
7 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
8 there is no reversion to Defendants.

9 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
10 Administrator”) to handle the notice and settlement administration process. The Parties
11 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
12 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
13 Members that Defendant will compile from its records, which will include each Class Member’s
14 full name, last known mailing address, Social Security number, and start dates and end dates
15 worked for Defendant during the Class Period and, if applicable, during the PAGA Period, as well
16 as a report reflecting the total number of pay periods worked by Class Members from July 12,
17 2020, to February 25, 2022, which the parties used during mediation to extrapolate the total
18 number of workweeks in the period from August 19, 2017, to January 18, 2022, by doubling the
19 number of pay periods worked, and such other information and data as necessary for the Settlement
20 Administrator to independently calculate Workweeks (“Class List”). The Settlement
21 Administrator will calculate each Settlement Class Member’s estimated *pro rata* share of the Net
22 Settlement Amount (“Individual Settlement Shares”) and each PAGA Employee’s estimated *pro*
23 *rata* share of the twenty-five percent (25%) portion of the PAGA Penalty Amount (“Individual
24 PAGA Payment”). The Settlement Administrator will be responsible for the following: translating
25 the Class Notice into Spanish; printing, distributing, and tracking Class Notices and other
26 documents for this settlement; calculating and distributing payments due under the Settlement,
27 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
28 remittances; providing necessary reports and declarations; and other duties and responsibilities as

1 set forth in the Settlement. Settlement Administration Costs are currently estimated not to exceed
2 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) and will be paid out of the Total Settlement
3 Amount, subject to approval of the Court.

4 16. Based on investigation and information discovered, Class Counsel believes that
5 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
6 that Defendant, with respect to Plaintiff and the putative class members, *inter alia*, failed to
7 properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and
8 to pay associated premium pay, failed to timely pay wages during employment and upon
9 termination of employment, failed to provide compliant wage statements, failed to maintain
10 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
11 engaged in unfair business practices in violation of California Business and Professions Code
12 section 17200, *et seq.* and conduct giving rise to penalties recoverable under the Private Attorneys
13 General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that
14 they and other putative class members and aggrieved employees were expected to perform similar
15 job duties and were subject to the same or similar operations and employment policies, practices,
16 and procedures. Plaintiff also contends that Defendant's payroll and recordkeeping practices with
17 respect to Plaintiff, the Class Members, and PAGA Employees were substantially the same during
18 the time period at issue. As a result of the alleged uniform practices, Plaintiff claims that they and
19 putative class members and aggrieved employees were uniformly not paid all compensation due
20 to them from Defendant during the time period at issue. Thus, in Class Counsel's view, it is clear
21 that the outcome of this litigation would be determined by Defendant's uniform operations and
22 employment practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid
23 or non-exempt employees in California during the relevant time period.

24 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
25 Plaintiff could potentially obtain class certification despite many obstacles. Class Counsel have
26 also taken into account the uncertainty and risk of the outcome of further litigation, and the
27 difficulties and delays inherent in such litigation, including those involved in class certification
28 and/or representative adjudication. Class Counsel further recognize the burdens of proof

1 necessary to establish liability, Defendant's defenses, and the difficulties in establishing
2 entitlement to monetary recovery. Class Counsel have also considered the Parties' settlement
3 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
4 complex labor and employment matters.

5 18. Defendant, on the other hand, denied and continues to deny any liability and
6 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that
7 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
8 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
9 have also had the opportunity to conduct investigations and gather documents and information
10 relating to Plaintiff's, Class Members', and PAGA Employees' employment with Defendant, and
11 Defendant's operations and employment policies, practices, and procedures. Counsel for the
12 Parties also reviewed and analyzed a large volume of documents and data, including but not
13 limited to a detailed sampling of Class Members' and PAGA Employees' time and pay
14 information, to determine the potential value and strength of the claims. The available information
15 enabled Class Counsel to assess the value the class and PAGA claims and prepare violation,
16 damages, and penalties analyses and models. Accordingly, counsel for the Parties have conducted
17 adequate investigation and discovery to be sufficiently informed of the nature and extent of the
18 class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness,
19 adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of
20 each side's position and the uncertainty of how the case might have concluded at certification,
21 trial, and/or appeals.

22 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
23 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$262,500.00),
24 and expenses and costs in an amount not to exceed Twenty-Three Thousand Dollars (\$23,000.00),
25 which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should
26 be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive
27 any compensation until recovery is obtained.

28 ///

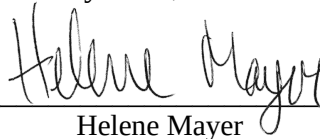
20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff as an Enhancement Payment to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would facilitate the prosecution of this matter. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to his individual settlement payment, for services performed in this matter on behalf of the Class, State of California, and PAGA Employees.

21. On July 12, 2021, Plaintiff provided written notice to the LWDA by online submission and to Defendant of the specific provisions of the California Labor Code that Defendant is alleged to have violated. A true and correct copy of the notice is attached hereto as “EXHIBIT 2.”

22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, PAGA Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 7th day of February 2024, at Glendale, California.



Helene Mayer

EXHIBIT 1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Jamie Bressman
4 (“Plaintiff” or “Class Representative”), on behalf of the Settlement Class Members (as defined herein)
5 and the PAGA Employees (as defined herein), and Defendant Ross Aviation Operations, LLC
6 (“Defendant”) (collectively with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
8 herein), the PAGA Employees (as defined herein), and on Defendant, subject to the terms and
9 conditions hereof and the approval of the Court.

10 **I. RECITALS**

11 1. On August 19, 2021, Plaintiff commenced the action entitled *Jamie Bressman v. Ross*
12 *Aviation Operations, LLC* in the Superior Court of California for the County of Los Angeles, Case
13 No. 21STCV30675 (“Class Action”). Plaintiff alleged ten causes of action against Defendant for
14 violations of (1) California Labor Code §§ 510 and 1198 (Failure to Pay Overtime), (2) California
15 Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Associated
16 Premiums), (3) California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and
17 Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum
18 Wages), (5) California Labor Code §§ 201 and 202 (Failure to Timely Pay Final Wages), (6) California
19 Labor Code § 204 (Failure to Timely Pay Wages During Employment), (7) California Labor Code §
20 226(a) (Failure to Provide Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure
21 to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Failure to
22 Reimburse Business Expenses), and (10) California Business & Professions Code § 17200, *et seq.*, on
23 behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant in
24 the State of California at any time since August 19, 2017.

25 2. On July 12, 2021, Plaintiff provided written notice by online submission to the Labor
26 and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of his intent to
27 seek civil penalties for Defendant’s alleged violations of the California Labor Code and Industrial
28 Welfare Commission Wage Orders (the “LWDA Letter”).

3. On September 22, 2021, Plaintiff commenced the action entitled *Jamie Bressman v. Ross Aviation Operations, LLC* in the Superior Court of California for the County of Los Angeles, Case No. 21LBCV00495 (“PAGA Action”) by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, alleging one cause of action against Defendant for civil penalties under California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) (“PAGA”) with respect to employment of allegedly aggrieved hourly-paid or non-exempt employees who worked for Defendant in the State of California. On March 30, 2022, Plaintiff submitted an amended notice by electronic submission to the LWDA and by certified mail to Defendant, advising that Plaintiff is seeking civil penalties on behalf of all aggrieved hourly-paid or non-exempt employees who worked for Defendant in the State of California as of August 19, 2017 (the “Amended LWDA Letter”).

4. Class Counsel in the Litigation (as defined herein) diligently investigated the Class Members’ claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of numerous corporate policies and practices.

5. On March 7, 2022, the Parties participated in an all-day mediation with the Honorable Leslie Green (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached a global resolution of the Class Action and PAGA Action that is memorialized herein. The settlement discussions were conducted at arms-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and the various defenses asserted by Defendant.

6. To effectuate and facilitate the settlement approval process, and to conserve the Court's and the Parties' resources during this process, the Parties have met and conferred regarding and agreed to amendment of the operative complaint in the Class Action to add Plaintiff's claims in the PAGA Action to the Class Action. Pursuant to the Parties' stipulation, the Court entered an order granting leave to file the amended complaint on September 30, 2022, and on October 4, 2022, Plaintiff's First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code § 2698 Et Seq. ("Operative Complaint") was filed in the Class Action. By way of the Operative Complaint, Plaintiff alleges eleven (11) causes of action against Defendant for violations of (1) California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages), (2) California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) California Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages), (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (6) California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), (10) California Business & Professions Code § 17200, *et seq.*, and (11) California Labor Code § 2698, *et seq.* (Private Attorneys General Act), on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time since August 19, 2017.

7. Defendant denies all material allegations set forth in the Litigation and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Litigation, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

II. DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Litigation, and all actual costs incurred and to be incurred by Class Counsel with respect to the Litigation, as set forth in Paragraph 13 below.

b. "Class Action" means the lawsuit entitled *Jamie Bressman v. Ross Aviation Operations, LLC*, Los Angeles Superior Court Case No. 21STCV30675.

c. "Class Counsel" or "Plaintiff's Counsel" mean Arby Aiwazian, Esq., Joanna Ghosh, Esq., and Kyla Buenaventura, Esq. of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, last known mailing address, Social Security Number, and start dates and end dates worked for Defendant during the Class Period and, if applicable, during the PAGA Period, as well as a report reflecting the total number of pay periods worked by Class Members from July 12, 2020, to February 25, 2022, which the parties used during mediation to extrapolate the total number of workweeks in the period from August 19, 2017, to January 18, 2022, by doubling the number of pay periods worked, and such other information and data as necessary for the Settlement Administrator to independently calculate Workweeks (as defined below).

e. "Class Member(s)" or "Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

f. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A.**"

g. "Class Period" means the time period from August 19, 2017, through the date the Court grants Preliminary Approval of the Settlement.

h. "Class Representative" or "Plaintiff" means Jamie Bressman.

i. “Class Settlement” means the settlement and resolution of the Released Class Claims (as defined herein).

j. “Court” means the Superior Court of the State of California for the County of Los Angeles.

k. “Defendant” means Ross Aviation Operations, LLC.

l. “Defendant’s Counsel” means Christopher J. Kelly and H. Sarah Fan of Cozen O’Connor.

m. “Effective Date” means the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters an order granting Final Approval of the Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

n. “Enhancement Payment” means the amount to be paid to Plaintiff Jamie Bressman in recognition of his effort and work in prosecuting the Litigation on behalf of Class Members, and in exchange for a general release as set forth in Paragraphs 14 and 32-24 below.

o. “Employer Taxes” means the employer’s share of taxes, contributions, and related obligations for the wages portion of Individual Settlement Shares.

p. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

r. “Individual PAGA Payment” means the amount payable to each PAGA Employee from the twenty-five percent (25%) portion of the PAGA Penalty Amount that is allocated to PAGA Employees, as provided in Paragraph 17(c).

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 28 below.

t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 17(b).

u. "Litigation" means the lawsuits entitled *Jamie Bressman v. Ross Aviation Operations, LLC*, Los Angeles Superior Court Case No. 21STCV30675 (i.e., the Class Action) and *Jamie Bressman v. Ross Aviation Operations, LLC*, Los Angeles Superior Court Case No. 21LBCV00495 (i.e., the PAGA Action).

v. "LWDA Payment" means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA"), for its seventy-five percent (75%) share of the PAGA Penalty Amount, as set forth in Paragraph 16.

w. "Net Settlement Amount" means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members for the Class Settlement, which is the Total Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Penalty Amount, and Attorneys' Fees and Costs.

x. "Notice of Objection" means a Class Member's written objection to the Class Settlement, which must: (a) include the case name and number of the Class Action; (b) include the objector's full name, signature, address, and telephone number, and the last four digits of his or her Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

y. "PAGA Action" means the lawsuit entitled *Jamie Bressman v. Ross Aviation Operations, LLC*, Los Angeles Superior Court Case No. 21LBCV00495.

z. "PAGA Employee" means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

aa. "PAGA Penalty Amount" means the amount that the Parties have agreed to pay to settle all claims under PAGA, as set forth in Paragraph 16. From this amount, seventy-five percent (75%) will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%)

1 will be distributed to PAGA Employees. The PAGA Payment shall be payable from the Total
2 Settlement Amount.

3 bb. "PAGA Period" means the time period from August 19, 2017, through the date
4 the Court grants Preliminary Approval of the Settlement.

5 cc. "PAGA Settlement" means the settlement and resolution of the Released
6 PAGA Claims (as defined herein).

7 dd. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
8 Plaintiff or Defendant.

9 ee. "Preliminary Approval" means entry of the Court order granting preliminary
10 approval of the Settlement Agreement.

11 ff. "Released Class Claims" means any and all claims under state, federal, or local
12 law, alleged in the Operative Complaint or that could have been alleged based on the factual
13 allegations in the Operative Complaint, arising during the Class Period, such as those under the
14 California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other
15 provisions of law for alleged violations of (1) California Labor Code §§ 510 and 1198 (Unpaid
16 Overtime Wages), (2) California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums),
17 (3) California Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) California Labor Code §§
18 1194, 1197 and 1197.1 (Unpaid Minimum Wages), (5) California Labor Code §§ 201 and 202 (Final
19 Wages Not Timely Paid), (6) California Labor Code § 204 (Wages Not Timely Paid During
20 Employment), (7) California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) California
21 Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800
22 and 2802 (Unreimbursed Business Expenses), (10) California Business & Professions Code § 17200,
23 *et seq.*, and (11) California Labor Code § 2698, *et seq.* (Private Attorneys General Act), on behalf of
24 all current and former hourly-paid or non-exempt employees who worked for Defendant in the State
25 of California at any time since August 19, 2017.

26 gg. "Released PAGA Claims" means any and all claims, actions, and causes of
27 action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698,
28 *et seq.*, based on the factual allegations and legal theories arising out of the facts alleged in the LWDA

Letter, the Amended LWDA Letter, and the Operative Complaint arising during the PAGA Period for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to pay timely wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse all necessary business expenses, and violation of California's unfair competition law.

hh. "Released Parties" means Defendant, and its past, present, and future parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any other persons or entities who are or could be jointly liable with Defendant for the Released Class Claims and Released PAGA Claims.

ii. "Request for Exclusion" means a written letter submitted by a Class Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Class Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the mailing envelope on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Settlement Class Member and will be bound by all terms of the Class Settlement if the Settlement is granted Final Approval by the Court. PAGA Employees shall not be permitted to opt out of the PAGA Settlement.

jj. "Response Deadline" means the deadline by which Class Members must submit

1 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
2 is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
3 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
4 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also
5 be extended by express agreement between Class Counsel and Defendant's Counsel. Under no
6 circumstances, however, will the Settlement Administrator have the authority to extend the Response
7 Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for
8 that Class Member shall be extended by fifteen (15) calendar days from the original Response
9 Deadline.

10 kk. "Settlement Administrator" means Simpluris, Inc. or any other third-party class
11 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
12 administering this settlement. The Parties and their counsel each represent that they do not have any
13 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
14 Administrator that could create a conflict of interest.

15 ll. "Settlement Administration Costs" means the costs payable from the Total
16 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
17 settlement, as set forth in Paragraph 15 below.

18 mm. "Settlement Class Members" or "Settlement Class" means all Class Members
19 who do not submit a timely and valid Request for Exclusion.

20 nn. "Total Settlement Amount" means the amount of Seven Hundred Fifty
21 Thousand Dollars and Zero Cents (\$750,000.00) to be paid by Defendant in full resolution of all
22 Released Class Claims, Released PAGA Claims, and the Litigation, which includes all Attorneys'
23 Fees and Costs, Enhancement Payment, PAGA Penalty Amount, Net Settlement Amount to be paid
24 to the Settlement Class Members, and Settlement Administration Costs. The employer's share of taxes
25 and contributions for the wages portion of Individual Settlement Shares (i.e., Employer Taxes) will be
26 paid by Defendant separately and in addition to the Total Settlement Amount.

27 oo. "Workweeks" means the number of weeks each Class Member worked for
28 Defendant as an hourly-paid or non-exempt employee within California. Workweeks are calculated

1 by the Settlement Administrator, by taking each Class Member's total days of employment, based on
2 each Class Member's start and end dates of employment as an hourly-paid or non-exempt employee
3 of Defendant during the Class Period, and dividing by seven (7). Each Class Member will be credited
4 with at least one (1) Workweek.

5 pp. "Workweeks Dispute" means a written dispute submitted by a Class Member
6 and/or PAGA Employee that: (a) contains the case name and number of the Class Action, (b) is signed
7 by the Class Member and/or PAGA Employee, (c) contains the full name, address, telephone number,
8 and the last four digits of the Social Security Number of the disputing Class Member and/or PAGA
9 Employee, (d) clearly states that the Class Member and/or PAGA Employee disputes the number of
10 Workweeks credited to him or her during the Class Period and/or PAGA Period and what he or she
11 contends is the correct number(s) to be credited to him or her, (e) includes information and/or attaches
12 documentation demonstrating that the number of Workweeks that he or she contends should be
13 credited to him or her for the Class Period and/or PAGA Period are correct, and (f) is returned by mail
14 to the Settlement Administrator at the specified address, postmarked on or before the Response
15 Deadline.

16 **III. CLASS CERTIFICATION**

17 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
18 following Class: all current and former hourly-paid or non-exempt employees who worked for
19 Defendant within the State of California at any time during the Class Period.

20 11. The Parties agree that certification for the purpose of settlement is not an admission
21 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
22 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
23 part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not
24 be admissible in connection with, the issue of whether or not certification would be appropriate or
25 inappropriate in a non-settlement context in this or any other proceeding.

26 **IV. TERMS OF AGREEMENT**

27 12. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the
28 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the

1 amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement. Within thirty
2 (30) calendar days after Settlement Administrator provides the Parties with said accounting, Defendant
3 will make a one-time deposit of the Total Settlement Amount, into a settlement account to be
4 established by the Settlement Administrator. Within seven (7) calendar days of the funding of Total
5 Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and
6 approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members;
7 (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the LWDA; (d)
8 Enhancement Payment to Plaintiff; and (e) Attorneys' Fees and Costs to Class Counsel. The
9 Settlement Administrator will also issue a payment to itself for Settlement Administration Costs.

10 13. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
11 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (\$262,500.00 if the
12 Total Settlement Amount remains at \$750,000.00) and reimbursement of actual costs and expenses
13 associated with Class Counsel's litigation and settlement of the Litigation, in an amount not to exceed
14 Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00) to Class Counsel, both of which will be
15 paid from the Total Settlement Amount, subject to Court approval. These amounts will cover any and
16 all work performed and any and all costs incurred by Class Counsel in connection with the Litigation,
17 including without limitation all work performed and costs incurred to date, and all work to be
18 performed and all costs to be incurred in connection with obtaining the Court's approval of this
19 Settlement Agreement, including any objections raised and any appeals necessitated by those
20 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
21 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the
22 Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to
23 utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel.
24 Any additional expenses for the use of attorney fee deferral vehicles by the Settlement Administrator
25 shall be paid separately by Class Counsel and shall not be included within the Settlement
26 Administration Costs. Should the Court approve the Attorneys' Fees and Costs in an amount that is
27 less than that set forth above, the difference between the lesser amount approved by the Court and the
28 amount allocated toward the Attorneys' Fees and Costs shall be a part of the Net Settlement Amount

1 for the benefit of Settlement Class Members. The Court awarding a lesser amount of Attorneys' Fees
2 and Costs than set forth above shall have no impact on the validity of the Settlement Agreement and
3 shall not be a basis to cancel, void, or otherwise avoid same.

4 14. Enhancement Payment. In recognition of his efforts and work in prosecuting the
5 Litigation, Defendant agrees not to oppose or impede any application or motion for Enhancement
6 Payment in an amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Jamie
7 Bressman. The Enhancement Payment, which will be paid from the Total Settlement Amount, subject
8 to Court approval, will be in addition to his Individual Settlement Payment and/or Individual PAGA
9 Payment that are to be paid pursuant to the Settlement. The Settlement Administrator will issue an
10 IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally
11 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
12 on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless from any claim
13 or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the
14 Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above,
15 the difference between the lesser amount approved by the Court and the amount allocated toward the
16 Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class
17 Members. The Court awarding a lesser Enhancement Payment than set forth above shall have no
18 impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise
19 avoid same.

20 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
22 not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). These costs, which will be paid
23 from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the
24 Class Notice into Spanish, printing, distributing, and tracking Class Notices and other documents for
25 this settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and
26 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
27 necessary reports and declarations, and other duties and responsibilities set forth herein to process this
28 Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are

greater than the estimated amount stated herein, such excess amount will be paid from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

16. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or \$25,000.00, will be distributed to PAGA Employees on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., Individual PAGA Payments).

17. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and PAGA Employees shall not be required to submit a claim in order to receive a share of the PAGA Penalty Amount, and no portion of the Total Settlement Amount shall revert to Defendant. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on the Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. If any Class Member submits a timely and valid Request for Exclusion, his or her Individual Settlement Share will remain

part of the Net Settlement Amount and will proportionally increase each Settlement Class Member's Individual Settlement Share.

c. To determine the Individual PAGA Payment for each PAGA Employee, the Settlement Administrator will divide the 25% portion of the PAGA Penalty Amount attributed to PAGA Employees, i.e., \$25,000.00, by the total number of Workweeks worked by all PAGA Employees during the PAGA Period ("Total PAGA Workweeks") resulting in the "PAGA Workweek Value" and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each individual PAGA Employee during the PAGA Period.

18. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this settlement shall not in any way entitle Plaintiff, any Settlement Class Member, or any PAGA Employee, to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, any Settlement Class Member and/or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

19. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

20. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

21. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited for the Class Period and PAGA Period, by submitting a written letter to the Settlement Administrator (“Workweeks Dispute”) that: (a) contains the case name and number of the Class Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member, (d) clearly states that the Class Member disputes the number of Workweeks credited to him or her during the Class Period and/or PAGA Period and what he or she contends is the correct number(s) to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her for the Class Period and/or PAGA Period are correct, and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the mailing envelope on the submission will be the exclusive means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant’s records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member for the Class Period and/or PAGA Period, Defendant’s records will be presumed correct and determinative of the Workweeks Dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member and/or PAGA Employee should be credited with for the Class Period and/or PAGA Period under the Settlement. The Settlement Administrator’s decision on such Workweeks Disputes will be final and non-appealable.

22. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments to the PAGA Employees, in accordance with this Settlement Agreement. The Settlement Administrator may, at its

discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments, if a recipient is to be issued both payments. Each check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the *cy pres*, Legal Aid at Work, or an alternate entity if the Court deems it appropriate, in accordance with California Code of Civil Procedure section 384. Pursuant to Code of Civil Procedure section 384, the Court shall set a date when Plaintiff shall report to the Court the total amount that was actually paid to Settlement Class Members and PAGA Employees. After this report is received, the Court shall amend the judgment and direct the Settlement Administrator to pay the sum of the unpaid residue funds, plus any interest that has accrued on those funds, to Legal Aid at Work. The Parties and their counsel each represent that they do not have any financial interest in the *cy pres* recipient or otherwise have a relationship with the *cy pres* recipient that could create a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment checks. All Settlement Class Members shall be bound by the Class Settlement regardless of whether they cash or otherwise negotiate their Individual Settlement Payment, and all PAGA Employees shall be bound by the PAGA Settlement regardless of whether they cash or otherwise negotiate their Individual PAGA Payment check.

23. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who

1 validly requests to be excluded from the Class Settlement will not be a Settlement Class Member and
2 will not have any right to object, appeal, or comment on the Class Settlement; however, PAGA
3 Employees will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement
4 regardless of whether he or she has submitted a timely and valid Request for Exclusion from the Class
5 Settlement.

6 24. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
7 Member who does not affirmatively request exclusion from the Class Settlement by submitting a
8 timely and valid Request for Exclusion (i.e., Settlement Class Members) will be bound by all of the
9 terms of the Settlement Agreement, including and not limited to those pertaining to the Released Class
10 Claims, as well as any judgment that may be entered by the Court if it grants Final Approval of the
11 Settlement.

12 25. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
13 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
14 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or
15 before the Response Deadline. The Notice of Objection must be signed by the Settlement Class
16 Member and contain all information required by this Settlement Agreement. The postmark date will
17 be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will
18 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to
19 object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement
20 Class Members may also present their objection orally at the Final Approval Hearing, regardless of
21 whether they submit a written objection.

22 26. Reports by the Settlement Administrator Regarding Settlement Administration. The
23 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
24 certifies: (a) the number of Class Members and/or PAGA Employees who have submitted a
25 Workweeks Dispute; (b) the number of Class Members who have submitted timely and valid Requests
26 for Exclusion; (c) the number of Class Members who have submitted timely and complete Notices of
27 Objection; and (d) the number of undeliverable and re-mailed Class Notices. Additionally, the
28 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the

1 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
2 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
3 Settlement.

4 27. Certification of Completion. Upon completion of administration of the Settlement, the
5 Settlement Administrator will provide a written declaration under oath to certify such completion to
6 the Court and counsel for all Parties.

7 28. Treatment of Individual Settlement Payments. Each Individual Settlement Share will
8 be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and
9 non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2, and the
10 portions allocated to interest, penalties, and non-wage damages will be reported on an IRS Form-1099
11 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share
12 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and
13 issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of
14 their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual
15 PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes
16 or withholdings, and will be reported on an IRS Form-1099, if necessary. The Settlement
17 Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA
18 Payment by way of a single check, to individuals who will be issued both payments. The Employer
19 Taxes will be paid separately and in addition to the Total Settlement Amount.

20 29. Administration of Taxes by the Settlement Administrator. The Settlement
21 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
22 Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
23 amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be
24 responsible for forwarding all payroll taxes, contributions, and withholdings, in conformity with this
25 Settlement Agreement, to the appropriate government authorities.

26 30. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
27 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
28 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement

1 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
2 Members, and PAGA Employees will be solely responsible for correctly characterizing any
3 compensation received under the Settlement on his/her personal income tax returns and paying any
4 and all taxes due for any and all amounts paid to them under the Settlement.

5 31. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
6 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
7 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
8 of action or right herein released and discharged.

9 32. Release of Released Class Claims. Upon the Effective Date and full funding of the
10 Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid
11 Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and
12 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
13 Released Class Claims.

14 33. Release of Released PAGA Claims. Upon the Effective Date and full funding of the
15 Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and all
16 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
17 relinquished, and discharged the Released Parties of all Released PAGA Claims.

18 34. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
19 funding of the Total Settlement Amount, Plaintiff will be deemed to have fully released and discharged
20 the Released Parties of and from all claims arising from his employment with Defendant, separation
21 of employment from Defendant, and any acts that have or could have been asserted in any legal action
22 or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local
23 law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor
24 Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
25 Retirement Income Security Act, National Labor Relations Act, California Corporations Code,
26 California Business and Professions Code, Orders of the California Industrial Welfare Commission,
27 California Fair Employment and Housing Act, California Constitution (all as amended), and law of
28 contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost

wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California 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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims he has against the Released Parties, whether known or unknown, suspected or unsuspected, pursuant to the terms of this Settlement Agreement. The Enhancement Payment will be paid to Plaintiff specifically in exchange for the general release of the Released Parties from all claims, including those specified in this paragraph and a covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

35. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and which will include submitting this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel with a draft of the Motion for Preliminary Approval before the filing deadline. Defendant agrees not to oppose the Motion for Preliminary Approval of the Settlement consistent with this Settlement Agreement. At the same time that the Motion for Preliminary Approval is filed with the Court (and the Settlement Agreement submitted to the Court), Class Counsel will submit this Settlement Agreement to the LWDA. Said

1 motion shall apply to the Court for the entry of an order (“Preliminary Approval Order”), which shall
2 be mutually agreed upon by the Parties, seeking the following:

- 3 a. Conditionally certifying the Class for settlement purposes only;
- 4 b. Granting Preliminary Approval of the Settlement;
- 5 c. Preliminarily appointing Plaintiff as representative of the Class;
- 6 d. Preliminarily appointing Plaintiff’s Counsel as counsel for the Class;
- 7 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
- 8 Notice and directing its mailing to the Class by first class mail;
- 9 f. Approving the manner and method for Class Members to request exclusion from or
- 10 object to the Class Settlement as contained herein and within the Class Notice; and
- 11 g. Scheduling a Final Approval Hearing at which the Court will determine whether the
- 12 Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class
- 13 Members and PAGA Employees.

14 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
15 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted
16 to determine whether Final Approval of the Settlement should be granted, along with the amounts
17 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA
18 Payment; (d) Attorneys’ Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration
19 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the
20 Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking
21 Final Approval of the Settlement. Class Counsel will provide Defendant’s Counsel with a draft of the
22 Motion for Final Approval before the filing deadline. By way of said motion, Plaintiff will apply for
23 the entry of the mutually-agreed upon proposed order and judgment (“Final Approval Order and
24 Judgment”), which will provide for, in substantial part, the following:

- 25 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
- 26 consummation of its terms and provisions;
- 27 b. Certification of the Class for settlement purposes;
- 28 c. Awarding of Attorneys’ Fees and Costs to Class Counsel;

- 1 d. Awarding the Enhancement Payment to Plaintiff;
- 2 e. Directing Defendant to fund all amounts due under the Settlement Agreement;
- 3 and
- 4 f. Entering judgment in the Litigation while maintaining continuing jurisdiction,
- 5 in conformity with California Rules of Court 3.769 and the Settlement Agreement.

6 37. Escalator Clause. Defendant represents that, for the period from August 19, 2017 to

7 January 18, 2022 ("Relevant Time Period"), there were 11,142 workweeks. If it is determined that the

8 total number of workweeks worked by the employees in the Class List during the Relevant Time

9 Period exceeds more than ten percent (10%) (i.e., more than 12,256 workweeks), then the Total

10 Settlement Amount will be increased on a pro-rata basis equal to the percentage increase in the number

11 of workweeks worked by the Class Members above ten percent (10%), meaning Defendant will

12 increase the Total Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the

13 number of workweeks during the Relevant Time Period increases by 11% to 12,368 workweeks, the

14 Total Settlement Amount will increase by one percent (1%)).

15 38. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court

16 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section

17 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and

18 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-

19 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

20 39. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include

21 the terms set forth in any attached exhibits, which are incorporated by this reference as though fully

22 set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

23 40. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure

24 of the Settlement or discuss the Settlement or this Settlement Agreement with anyone other than those

25 necessary to effectuate the filing of the Motion for Preliminary Approval of the Settlement. Plaintiff

26 and Class Counsel may undertake filings with the Court in this Litigation, discussing the Settlement

27 only to the extent necessary to obtain Preliminary Approval and Final Approval of the Settlement.

28 Prior to and following Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not

1 have any communications with any media, other than to direct any media inquiries to the public
2 records of the Litigation on file with the Court, and will not publicize the Settlement, including on
3 social media. Class Counsel further agrees not to use the settlement of the Litigation or any of its
4 terms for any marketing or promotional purposes, and agrees not to identify Defendant by name on
5 their website or for purposes of advertising. Nothing herein will restrict Class Counsel from including
6 publicly available information regarding this Settlement in future judicial submissions regarding Class
7 Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any
8 and all disclosures required to be made to the LWDA in conformity with PAGA.

9 41. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
10 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
11 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
12 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
13 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
14 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
15 contradict the terms of this Settlement Agreement.

16 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
17 the Litigation (including with respect to California Code of Civil Procedure section 583.310), except
18 such proceedings necessary to implement and complete the Settlement Agreement, pending the Final
19 Approval Hearing to be conducted by the Court.

20 43. Waiver and Amendment. The Parties may not waive, amend, or modify any provision
21 of this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject
22 to any necessary Court approval. A waiver or amendment of any provision of this Settlement
23 Agreement will not constitute a waiver of any other provision.

24 44. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
27 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents
28 required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand

1 and have full authority to enter into this Settlement Agreement, and further intend that this Settlement
2 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and
3 subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
4 confidentiality provisions that otherwise might apply under state or federal law.

5 45. Signatories. It is agreed that because the Class Members and PAGA Employees are so
6 numerous, it is impossible or impractical to have each Class Member and PAGA Employee execute
7 this Settlement Agreement. The Class Notice will advise all Class Members and PAGA Employees
8 of the binding nature of the Class Settlement as to the Settlement Class Members and the binding
9 nature of the PAGA Settlement as to the PAGA Employees, and that the release shall have the same
10 force and effect as if this Settlement Agreement were executed by each Settlement Class Member and
11 PAGA Employee.

12 46. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
13 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 47. California Law Governs. All terms of this Settlement Agreement and attached exhibits
15 hereto will be governed by and interpreted according to the laws of the State of California.

16 48. Execution and Counterparts. This Settlement Agreement is subject only to the
17 execution of all Parties. However, the Settlement Agreement may be executed in one or more
18 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
19 copies of the signature page, will be deemed to be one and the same instrument.

20 49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
21 Settlement Agreement is a fair, adequate, and reasonable settlement of the Litigation and have arrived
22 at this settlement after arms-length negotiations and in the context of adversarial litigation, taking into
23 account all relevant factors, present and potential. The Parties further acknowledge that they are each
24 represented by competent counsel and that they have had an opportunity to consult with their counsel
25 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator
26 may execute a declaration supporting the Settlement and the reasonableness of the Settlement, and the
27 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the
28 Settlement is objectively fair and reasonable.

1 50. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

5 51. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
6 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

7 52. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
8 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued
9 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically
10 denies, that it has violated any state, federal, or local law; violated any regulations or guidelines
11 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
12 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
13 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
14 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
15 construed as an admission or concession by Defendant of any such violations or failures to comply
16 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
17 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as
18 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
19 or to establish the existence of any condition constituting a violation of, or a non-compliance with
20 state, federal, local or other applicable law.

21 53. Captions. The captions and paragraph numbers in this Settlement Agreement are
22 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
23 intent of the provisions of this Settlement Agreement.

24 54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
25 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
26 construed more strictly against one party than another merely by virtue of the fact that it may have
27 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
28 negotiations between the Parties, all Parties have contributed equally to the preparation of this

Settlement Agreement.

55. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

56. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

57. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail to both of the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Kyla Buenaventura, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:
Christopher J. Kelly, Esq.
Sarah Fan, Esq.
Cozen O'Connor
401 Wilshire Blvd., Suite 850
Santa Monica, California 90401

58. Posting of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt for a period of sixty (60) calendar days. No individualized notice to the Class will be required.

59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

60. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or

contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 09/08/2023

By:

Electronically Signed 2023-09-08 18:26:32 UTC - 69.75.214.22

 HirteX AssureSign® b69c220f9-02a7-4c3c-ac74-b077012c0ff0

Plaintiff Jamie Bressman

Dated: _____

By:

Defendant Ross Aviation Operations, LLC

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: 9/8/23

By:



Arby Aiwanian

Joanna Ghosh

Kyla Buenaventura

LAWYERS FOR JUSTICE, PC

*Attorneys for Plaintiff Jamie Bressman and
Proposed Class Counsel*

Dated: _____

By:

Christopher J. Kelly

H. Sarah Fan

COZEN O'CONNOR

Attorneys for Defendant Ross Aviation Operations, LLC

contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

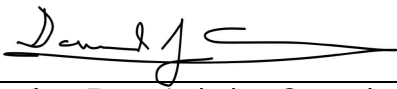
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: _____

By: _____
Plaintiff Jamie Bressman

Dated: September 13, 2023

By: 
Defendant Ross Aviation Operations, LLC

Name: Dawud Crooms

Title: General Counsel

APPROVED AS TO FORM ONLY:

Dated: _____

By: _____
Arby Aiwarzian
Joanna Ghosh
Kyla Buenaventura
LAWYERS FOR JUSTICE, PC
*Attorneys for Plaintiff Jamie Bressman and
Proposed Class Counsel*

Dated: 09/13/23 | 10:21 PM EDT

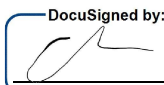
By: 
Christopher J. Kelly
H. Sarah Fan
COZEN O'CONNOR
Attorneys for Defendant Ross Aviation Operations, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Bressman v. Ross Aviation Operations, LLC
Superior Court of California for the County of Los Angeles, Case No. 21STCV30675

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and representative Labor Code Private Attorneys General Act of 2004 ("PAGA") settlement has been reached between Plaintiff Jamie Bressman ("Plaintiff") and Defendant Ross Aviation Operations, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the class action and PAGA case entitled *Bressman v. Ross Aviation Operations, LLC*, Los Angeles County Superior Court, Case No. 21STCV30675 (the "Class Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Release Period.

"Class Member" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"PAGA Employee" means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

"Class Settlement" means the settlement and resolution of the Released Class Claims, as defined in Section III.D below.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"Class Period" means the time period from August 19, 2017, through [date of Preliminary Approval Order].

"PAGA Period" means the time period from July 12, 2020, through [date of Preliminary Approval Order].

II. BACKGROUND OF THE LITIGATION

On July 12, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On August 19, 2021, Plaintiff filed a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV30675. On March 30, 2022 Plaintiff submitted an amended notice to the LWDA and Defendant advising that the time period for which Plaintiff is seeking civil penalties on behalf of all aggrieved hourly-paid or non-exempt employees who worked for Defendant in the State of California as of August 19, 2017 ("Amended LWDA Letter"). On October 4, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding his PAGA cause of action to the Class Action. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code

section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Class Action or that it violated any law.

After investigation and analysis of the claims, the Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. Thereafter, the PAGA and Class Action claims were combined under the original filing, Case No. 21STCV30675, to streamline settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jamie Bressman as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Class Action have merit or that Defendant has any liability to Plaintiff or the Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the claims asserted in the Class Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$262,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Three Thousand Dollars (\$23,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for his services in the Litigation; (3) Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Release Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Value”)

and multiplied each Class Member's individual Workweeks by the Class Workweek Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment"), based on the number of Workweeks of each PAGA Employee during the PAGA Period. The Settlement Administrator has divided the Employee PAGA Amount by the total number of Workweeks of all PAGA Employees ("PAGA Workweek Value") and multiplied each PAGA Employee's individual Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Class Members and PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From August 19, 2017 through [date of Preliminary Approval Order] (i.e., Release Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (1) contains the case name and number of the Class Action (*Bressman v. Ross Aviation Operations, LLC*, Case No. 21STCV30675); (2) be signed by you; (3) contain your full name, address, telephone number, last four digits of your Social Security Number; (4) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (5) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (6) be submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[].

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual

PAGA Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the date that Defendant fully funds the Settlement, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the date that Defendant fully funds the Settlement, Plaintiff, the State of California, and Class Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Operative Complaint and all other claims, arising during the Class Period, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint for: alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the IWC Wage Orders; alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (alleged violations of California Business & Professions Code sections 17200, et seq.

“Released PAGA Claims” means any all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the Release Period, based on the factual allegations and legal theories in the LWDA Letter, Amended LWDA Letter, and Operative Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5- 2001.

“Released Parties” means Defendant, and its past, present, and future parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any other persons or entities who are or could be jointly liable with Defendant for the Released Class Claims and Released PAGA Claims.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$262,50,000) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Three Thousand Dollars (\$23,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiff and the Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Hundred Dollars (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Litigation. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

You will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment (if applicable). This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Class Action (*Bressman v. Ross Aviation Operations, LLC*, Case No. 21STCV30675); (2) be signed by you; (3) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly state that you do not wish to be included in the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does submit a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Class Action (*Bressman v. Ross Aviation Operations, LLC*, Case No. 21STCV30675); (2) include contain your full name, signature, address, telephone number, last four digits of your Social Security Number; (3) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; and (5) be

mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Litigation for a fee by making an appointment in advance and visiting the civil clerk's office, located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

EXHIBIT 2

LAWYERS FOR JUSTICE

July 12, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ROSS AVIATION OPERATIONS, LLC

Dear Representative:

We have been retained to represent Jamie Bressman against Ross Aviation Operations, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Ross Aviation") for violations of California wage-and-hour laws. Mr. Bressman seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Bressman seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ross Aviation employed Mr. Bressman as an hourly-paid, non-exempt employee from approximately June 2018 to approximately January 2021, in the State of California.

The "aggrieved employees" that Mr. Bressman may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Ross Aviation has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

Ross Aviation required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During

the relevant time period, Mr. Bressman and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Bressman and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Ross Aviation required Mr. Bressman and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Ross Aviation failed to pay Mr. Bressman and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Ross Aviation failed to pay Mr. Bressman and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Ross Aviation did not provide Mr. Bressman and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Ross Aviation were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Bressman and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the

initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Bressman and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Bressman and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Bressman and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Bressman and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Ross Aviation failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Bressman and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Ross Aviation did not provide Mr. Bressman and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

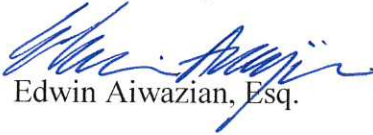
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Ross Aviation failed to pay Mr. Bressman and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Bressman and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Ross Aviation failed to pay Mr. Bressman and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Bressman and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Bressman and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Ross Aviation. These costs include, but are not limited to, the use of personal phones for business-related purposes.

Therefore, on behalf of all aggrieved employees, Mr. Bressman seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Ross Aviation Operations, LLC
c/o Corporation Service Ross Aviation
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833