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15

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

18 **Jeffrey Macias**, an individual, **Jovesa**
19 **Naqarase**, an individual, on behalf of
themselves and all others similarly
20 situated, and on behalf of the general
public,
21

22 Plaintiffs,

23 vs.

24 **Hallmark Aviation Services, L.P.**, a
California Limited Partnership; and
25 **Does 1-10**, inclusive;
26

27 Defendants.
28

CASE NO. 25STCV12975

[Assigned for all purposes to the Hon.
William F. Highberger, Dept. 10]

PAGA SETTLEMENT AGREEMENT

Case Filed: May 1, 2025
Trial Date: None Set

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This Stipulation of Settlement and Release of PAGA Representative Action (“Agreement” or “Settlement Agreement” or “Stipulation”) is made and entered into by and between Jeffrey Macias and Jovesa Naqarase (collectively “Plaintiffs”), and Hallmark Aviation Services, L.P. (“Defendant”). Plaintiffs and Defendant collectively shall be referred to as the “Parties”.

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(1)(2) and is made for the purpose of settlement of the lawsuit entitled *Macias, et al. v. Hallmark Aviation Services, L.P.*, Los Angeles Superior Court Case No. 25STCV12975 (the “Lawsuit”) on the following terms and conditions:

1. On February 24, 2025, Plaintiffs Jeffrey Macias and Jovesa Naqarase sent PAGA letters to the LWDA regarding alleged violations of the Labor Code. On May 1, 2025, Plaintiffs initiated the Lawsuit by filing a Complaint in Los Angeles County Superior Court, alleging causes of action for individual wage-and-hour claims, class action claims, and PAGA representative claims premised on their February 24, 2025, PAGA letters. Plaintiffs' Class and Representative Action Complaint alleged violations of failing to provide meal periods (Lab. Code §§ 226.7(b), 512, and 558); failing to provide rest periods (Lab. Code §§ 226.7(b), 512, and 558); failing to pay all wages (Lab. Code §§ 510, 1194, and 1194.2); failing to comply with itemized employee wage statement provisions (Lab. Code §§ 226(a) and 226(e)); failing to timely pay wages due at termination (Lab. Code §§ 201-203); failing to timely wages when due (Lab. Code §§ 204(a)(b), 212(a)(2), and 213); failing to reimburse business expenses (Lab. Code § 2802); failing to pay for all hours worked, including overtime hours (Lab. Code §§ 210 and 218); unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*). Plaintiffs' Class and Representative Action Complaint also sought PAGA penalties pursuant to Lab. Code §§ 2699(f) for the above-listed Lab. Code violations.

2. On or about October 22, 2025, the Parties stipulated to arbitrate Plaintiffs' individual claims, dismiss class action claims, and stay representative PAGA claims pending arbitration.

3. On or about March 6, 2026, Plaintiff Naqarase filed a demand for arbitration with the American Arbitration Association against Defendant asserting the individual wage and hour claims encompassed within the Lawsuit, which was designated as American Arbitration Association Case No. Case 01-26-0001-1347 (the "Naqarase Arbitration"). On or about March 6, 2026, Plaintiff Macias filed a demand for arbitration with the American Arbitration Association against Defendant asserting the individual wage and hour claims encompassed within the Lawsuit, which was designated as American Arbitration Association Case No. Case 01-26-0001-1343 (the "Macias Arbitration").

4. Defendant denies all of the allegations in the Lawsuit, including the putative class claims, the individual claims and the PAGA representative claims encompassed therein, and denies that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

5. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all PAGA claims asserted in the LWDA Notice Letters and that were asserted or could have been asserted in the Lawsuit.

6. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of any 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.

7. On March 19, 2026, the Parties participated in a mediation with Allison Eckstrom, Esq., a mediator in the field of employment law and wage-and-hour class actions (the "Mediator"). With the assistance of the Mediator, the Parties were able to reach a settlement.

1 8. The settlement discussions before, during, and after mediation were
2 conducted at arm's length and the settlement of the Lawsuit is the result of an informed and
3 detailed analysis of the risks associated with continued litigation.

4 9. Prior to mediation, Plaintiffs obtained, through formal and informal
5 discovery, a large volume of payroll and timekeeping data as well as information about
6 Defendant's written policies and practices.

7 10. The Parties acknowledge that a prior representative action, *Mirian Martinez*
8 *v. Hallmark Aviation Services, L.P.*, Los Angeles County Superior Court Case No.
9 24STCV13453 ("*Martinez Action*"), asserted overlapping claims under the Private Attorneys
10 General Act ("PAGA") on behalf of the State of California and aggrieved employees of
11 Defendant. In the *Martinez Action*, the plaintiff alleged substantially similar wage-and-hour
12 violations, including alleged failures to provide compliant meal periods and rest periods,
13 failure to pay all wages owed (including minimum and overtime wages), failure to provide
14 accurate itemized wage statements, failure to timely pay wages due upon separation of
15 employment, and failure to reimburse necessary business expenses, among other alleged
16 violations of the California Labor Code.

17 11. The *Martinez Action* was resolved on a representative basis through a court-
18 approved PAGA settlement providing for a gross settlement amount of \$473,000 allocated
19 to civil penalties pursuant to Labor Code § 2699(i), with the PAGA period defined as March
20 21, 2023 through March 11, 2025, the date the Court entered its Order Granting Approval of
21 PAGA Settlement and Judgment. Accordingly, to the extent the time period covered by the
22 present Settlement overlaps with the PAGA period resolved in the *Martinez Action*, the
23 Parties acknowledge that certain civil penalty claims arising during the overlapping time
24 frame were previously released on a representative basis, and the allocation of penalties
25 reflected in this Settlement takes into account the prior resolution and is intended to avoid
26 any duplication of recovery for the same alleged violations.

DEFINITIONS

12. The following terms, when used in this Settlement Agreement, shall have the following meanings:

(a) "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

(b) "Aggrieved Employees" means all persons employed by Defendant as an hourly-paid or non-exempt employee in California at any time during the PAGA Release Period.

(c) "Aggrieved Employee Data" shall mean Aggrieved Employee identifying information in Defendant's possession including Aggrieved Employee's names, last-known mailing addresses, Social Security number, and total number of PAGA Pay Periods worked by each Aggrieved Employee.

(d) "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

(e) "Court" means the Superior Court of California, County of Los Angeles.

(f) "Defense Counsel" means José-Manuel A. de Castro, David G. Larmore, and Lori V. Minassian of the law firm De Castro Law Group, P.C. located at 7590 N. Glenoaks Blvd., Suite 201, Los Angeles, California 91504.

(g) "Effective Date" means the date by when all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has entered an order granting approval to the Settlement and final judgment in the Lawsuit.

(h) "Eligible Pay Period" means any pay period worked by an Aggrieved Employee in the PAGA Release Period.

- (i) "Gross Settlement Amount" means Two Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$285,000) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 14 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment (otherwise known as Attorney's Fees and Cost), and the Administrator's Expenses Payment.
- (j) "LWDA" means the California Labor and Workforce Development Agency.
- (k) "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- (l) "PAGA Release Period" means the period from March 12, 2025 through the date that the above-titled Court enters an Order granting approval of this Settlement, unless modified at the election of Defendant pursuant to section 14 hereof.
- (m) "PAGA Released Claims" shall mean all claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letters.
- (n) "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as memorialized in this Agreement.
- (o) "Plaintiff's Counsel" means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, and Elliot J. Siegel and Melissa R. Rinehart of King & Siegel LLP.
- (p) "Released Parties" shall mean Defendant Integrated Demolition and Remediation Incorporated, their former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.
- (q) "Settlement Administrator" means CPT Group, Inc.
- (r) "Notice" means the Notice of PAGA Payment, substantially in the form attached as **Exhibit A**.

1 (s) "Order and Judgment" means the Court order granting approval of the Settlement.

2 **TERMS OF AGREEMENT**

3 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
4 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

5 13. Gross Settlement Amount. In consideration for the covenants, promises,
6 waivers, and releases contained in this Agreement, and subject to Court approval, Defendant
7 shall pay the sum of \$285,00.00 in full and final settlement of the PAGA claims that were
8 and reasonably could have been alleged based on the facts asserted in the Lawsuit. The Gross
9 Settlement Amount is non-reversionary. The Gross Settlement Amount shall be tendered,
10 in full, to the Settlement Administrator no later than thirty (30) calendar days after the
11 Effective Date.

12 14. Attorney's Fees and Costs. Subject to Court approval, Defendant will not
13 oppose Plaintiff's Counsel's request for fees up to one-third (1/3) of the Gross Settlement
14 Amount, and for costs not to exceed \$30,000, to be paid out of the Gross Settlement Amount
15 ("Attorney's Fees and Costs"). Should the Court reduce Plaintiff's Counsel's attorney's fees
16 and/or costs, any such reduction shall revert to the Net Settlement Amount distributed to
17 Aggrieved Employees. For the avoidance of doubt, if the Escalator Clause is triggered and
18 the Gross Settlement Amount increases, Class Counsel shall have the right to seek attorney's
19 fees up to one-third of the increased Gross Settlement Amount, paid from the increased
20 Gross Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and
21 PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel
22 assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
23 and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and
24 indemnifies Defendant, from any dispute or controversy regarding any division or sharing
25 of any of these Payments.

26 15. Escalator Clause. Defendant has represented that there were approximately
27 29,000 pay periods worked by Aggrieved Employees during the PAGA Release Period,
28 through the date of the mediation in this matter. Plaintiff has relied upon this material

1 representation in entering into this Settlement. Should the number of pay periods worked
2 by Aggrieved Employees during the PAGA Release Period exceed 29,000 by more than 10%
3 (i.e. exceed 31,900), then, at Defendant's election, either (a) the Gross Settlement Amount
4 shall increase by 1% for each percentage increase over that 10% threshold (for example, if
5 the number of pay periods is 11% higher than 29,000, the Gross Settlement Amount will be
6 increased by 1%), or (b) the PAGA Release Period shall be modified to end on a date as of
7 which the number of pay periods worked by Aggrieved Employees during the PAGA Release
8 Period does not exceed 30,450. Defendant shall notify Plaintiff of any election to modify the
9 PAGA Release Period pursuant to this Section 14 no later than thirty (30) calendar days
10 before the date of the hearing on a motion for Court approval of this settlement.

11 16. Plaintiff's Incentive Award. Defendant agrees not to oppose an application or
12 motion for a PAGA Representative Enhancement Payment of \$10,000 to Plaintiff Jeffrey
13 Macias and \$10,000 to Plaintiff Jovesa Naqarase subject to the Court's approval. The PAGA
14 Representative Enhancement Payments, which will be paid from the Gross Settlement
15 Amount, is in addition to the payment to which Plaintiffs are entitled as Aggrieved
16 Employees. The Settlement Administrator will issue an IRS Form 1099 for the enhancement
17 payment to Plaintiffs, and Plaintiffs shall be solely and legally responsible for correctly
18 characterizing this compensation for tax purposes and for paying any taxes on the amount
19 received. Should the Court reduce the PAGA Representative Enhancement Payments, any
20 such reduction shall revert to the Net Settlement Amount distributed to Aggrieved
21 Employees.

22 17. Settlement Costs. The Settlement Administrator will be paid for the reasonable
23 costs of administration of the Settlement and distribution of payments from the Gross
24 Settlement Amount, which is capped at no more than \$15,000.00. Any unused amounts will
25 revert to the Gross Settlement Amount.

26 18. Net Settlement Amount. "Net Settlement Amount" shall mean the Gross
27 Settlement Amount *minus* Settlement Administration Costs, Attorney's Fees and Costs, and
28 the PAGA Representative Enhancement Payments. The Net Settlement Amount shall be

1 allocated for payment of PAGA civil penalties as follows: (i) 65% of the Net Settlement
2 Amount shall be distributed to the LWDA; and (ii) 35% of the Net Settlement Amount shall
3 be distributed to the Aggrieved Employees, as set forth in the version of Labor Code section
4 2699(i) effective as of the date of filing of the Lawsuit.

5 19. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall
6 not in any way be construed as an admission by Defendant and/or any of the Released
7 Parties that they acted wrongfully with respect to Plaintiffs or any other allegedly Aggrieved
8 Employee. Defendant specifically disclaim any liability to or wrongful acts against Plaintiffs,
9 on the part of themselves, and/or any respective parents, subsidiaries, affiliates,
10 predecessors, successors, officers, directors, employees, or agents. Defendant deny that
11 there is any factual evidence or legal basis to support any claims or Labor Code violations
12 that Plaintiffs allege on behalf of alleged Aggrieved Employees, or by Plaintiffs on their own
13 behalf.

14 20. Release by Aggrieved Employees and the LWDA. All Aggrieved Employees are
15 deemed to release, on behalf of themselves and their respective former and present
16 representatives, agents, attorneys, administrators, successors and assigns, the Released
17 Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been
18 alleged, based on the facts and allegations in the Operative Complaint that are alleged to
19 have occurred during the PAGA Period and the PAGA Notices.

20 21. PAGA Settlement Distribution Method. The PAGA Settlement Administrator
21 shall process and distribute the Gross and Net Settlement Amounts in accordance with this
22 Agreement.

23 a. The Net Settlement Amount shall be available for distribution to the Aggrieved
24 Employees and the LWDA consistent with Labor Code section 2699(i) and
25 shall be allocated as follows: 65% to the LWDA ("LWDA Payment") and 35%
26 to the Aggrieved Employees ("Aggrieved Employees Payment"). Each
27 Aggrieved Employee will receive a pro rata share of the Aggrieved Employees
28 Payment based on their Eligible Pay Periods relative to the total Eligible Pay

1 Periods of all Aggrieved Employees (“Individual Aggrieved Employee
2 Payment”). The Settlement Administrator will calculate each Aggrieved
3 Employee’s pro rata share of the Aggrieved Employees Payment.

4 b. After ten (10) calendar days from the entry of a Court’s Order and Judgment
5 approving the Settlement, Defendant will send to the Settlement
6 Administrator the Aggrieved Employee Data. This information shall be treated
7 as and remain confidential by the Settlement Administrator and shall be used
8 solely to manage the notice and payment process described herein, shall not
9 be disclosed to Plaintiff’s Counsel or to anyone other than the necessary staff
10 of the Settlement Administrator who need access to the Aggrieved Employee
11 Data to effect and perform under this Agreement.

12 c. Within thirty (30) calendar days after receipt of the Gross Settlement Amount,
13 the Administrator will mail checks for all Individual PAGA Payments, the
14 LWDA PAGA Payment, the Administration Expenses Payment, Plaintiffs’
15 Enhancement Award, PAGA Counsel Fees Payment, and PAGA Counsel
16 Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
17 Payment shall not precede disbursement of Individual PAGA Payments.

18 d. The distribution to the Aggrieved Employees will be accompanied by a notice
19 (“PAGA Notice”) approved by the Court (in substantially the form attached as
20 **Exhibit A**) along with the Individual Aggrieved Employee Payment to the
21 individuals identified in the Aggrieved Employee Data. For any mailings
22 returned as undeliverable or notifying the Settlement Administrator that the
23 Aggrieved Employee is no longer at the address provided in the Aggrieved
24 Employee Data, the PAGA Settlement Administrator shall perform a skip-
25 trace on that individual using the National Change of Address database and
26 other source(s) as necessary and will have fourteen (14) calendar days to re-
27 mail the Notice and payment to the new address found in the skip-trace.
28

- 1 e. The Administrator will issue checks for the Individual PAGA Payments and
2 send them to the Aggrieved Employees via First Class U.S. Mail, postage
3 prepaid. Before mailing any checks, the Settlement Administrator must
4 update the recipients' mailing addresses using the National Change of Address
5 Database. Aggrieved Employees shall have one-hundred and eighty (180)
6 calendar days to cash their Individual Aggrieved Employee Payment checks
7 under this Agreement. Any checks not deposited or cashed within the one-
8 hundred and eighty (180) days will be voided and will not be reissued. Any
9 funds from voided checks to Aggrieved Employees will be sent by the
10 Settlement Administrator to the State of California Unclaimed Property Fund
11 through the State Controller's Office in the name of the Aggrieved Employee
12 within thirty (30) calendar days after the check-cashing deadline prescribed
13 herein.
- 14 f. Because the Individual Aggrieved Employee Payments are in compromise and
15 settlement of claims for civil penalties, the entirety of these payments will be
16 treated as non-wage income that is not subject to any withholdings or
17 deductions. The PAGA Representative Enhancement Payment to Plaintiff is
18 not wages, will not be subject to deductions or withholdings, and will be
19 reported as 1099 income. The Settlement Administrator shall be responsible,
20 to the extent necessary based on the amount of a payment, for all tax reporting
21 and documentation related to the Aggrieved Employee Payments, as well as all
22 other payments made under the Agreement. Plaintiffs and Plaintiffs' Counsel
23 each agree to hold Defendant and the Released Parties harmless from and
24 against any damage or penalty incurred upon Defendants as a consequence of
25 any tax being due and unpaid on any portions of the Gross Settlement Amount.
26 Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel shall not
27 bear any responsibility for errors or omissions in the calculation or
28 distribution of the settlement payments or development of the list of recipients

of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions. Defendant nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Defendant for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Defendant's Counsel nor Plaintiffs' Counsel have provided any tax-related advice whatsoever.

- g. The Individual Aggrieved Employee Payment will be accompanied by a Notice informing Aggrieved Employee why they are receiving payment substantially in the form of **Exhibit A**.
- h. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing to be set by the Court.

22. Plaintiffs' Release and Obligations.

- a. Upon full funding of the Gross Settlement Amount, in exchange for the Individual Settlement Payment referenced above, and in addition to Plaintiffs' Release of the PAGA Released Claims, each Plaintiff (Jeffrey Macias and Jovesa Naqarase) releases, and forever discharges the Released Parties from any and all claims of every kind, which Plaintiffs may have that exist against the Released Parties including, but not limited to: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act, as amended ("ERISA"), the Family and Medical Leave Act ("FMLA"), the Fair Labor Standards Act ("FLSA"), the Equal Pay Act, the Civil

1 Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting
2 Act ("FCRA"), the Worker Adjustment and Retraining Notification Act
3 ("WARN Act"), the National Labor Relations act ("NLRA"), the Uniform
4 Services Employment and Reemployment Rights Act ("USERRA"), the
5 Genetic Information Nondiscrimination Act ("GINA"), the Immigration
6 Reform and Control Act ("IRCA"), the Fair Employment and Housing Act
7 ("FEHA"), the California Constitution, the California Family Rights Act
8 ("CFRA"), the California Labor Code and applicable Wage Order(s), the Unfair
9 Competition Law, all as amended by their respective implementing
10 regulations, and any other federal, state or local law, statutory, regulatory, or
11 otherwise, that may be legally waived and released; however the identification
12 of specific statutes or law shall not limit the scope of this general release in any
13 manner; and (b) any and all claims for backpay, regular pay, minimum wages,
14 premium pay, overtime pay, other wages, expenses, penalties, failure to
15 provide meal and/or rest periods, failure to reimburse business expenses,
16 compensatory damages, special damages, interest, commissions, bonuses,
17 sick leave, holiday pay, vacation pay, restitution, tort claims, contract claims,
18 equitable claims, hostile work environment claims, workplace harassment
19 claims, wrongful termination claims, discrimination claims, public policy
20 claims, retaliation claims, whistleblower retaliation claims, failure to provide
21 reasonable accommodation claims, failure to engage in the interactive process
22 claims, failure to prevent discrimination claims, failure to prevent retaliation
23 claims, statutory claims, personal injury claims, emotional distress claims,
24 invasion of privacy claims, defamation claims, fraud claims, quantum meruit
25 claims, and/or attorneys' fees and costs either individually or as part of a class
26 action, collective action, and/or representative action (collectively, "Plaintiffs'
27 Individual Released Claims").
28

1 b. Upon Court approval of this Settlement and entry of final judgement in the
2 Lawsuit pursuant thereto, Plaintiffs shall promptly request and take all steps
3 necessary to secure dismissal of the Naqarase Arbitration and the Macias
4 Arbitration.

5 23. Plaintiffs hereby acknowledge that they may hereafter discover facts different
6 from, or in addition to, those which they now claims or believe to be true with respect to the
7 Released Lawsuits. Plaintiffs hereby acknowledge that they are knowingly and voluntarily
8 waiving said rights under Section 1542 of the California Civil Code to the full extent that they
9 may lawfully waive all such rights and benefits pertaining to the subject matter of this
10 Agreement, and that the consequences of such waiver have been explained by their counsel
11 and/or advisors. Plaintiffs hereby acknowledge that they are familiar with California Civil
12 Code section 1542, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
14 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
15 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
16 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
17 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

18 Notwithstanding the provisions set forth herein, and for the purpose of implementing
19 a full and complete release, Plaintiffs expressly acknowledges] that this Agreement is
20 intended to include and does include its effect without limitation all claims which Plaintiffs
21 do not know or suspect to exist in their favor against the Released Parties, and that this
22 Agreement contemplates extinguishment of any such claim or claims.

23 24. Impact of Non-Approval by the Court. Should the Court deny approval of this
24 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address
25 the Court's concerns in order to obtain the Court's approval, except that Defendant will not
26 be required under any circumstances to increase the Gross Settlement Amount. If the Parties
27 cannot obtain Court approval, the Parties shall be restored to their respective litigation
28 positions before they entered into this Agreement.

1 25. Applicable Law. This Agreement shall be construed and interpreted in
2 accordance with the laws of the State of California. Pursuant to California Code of Civil
3 Procedure section 664.6, the Superior Court of Los Angeles County shall retain jurisdiction
4 with respect to the interpretation, implementation, and enforcement of the terms of this
5 Settlement, and the Parties and their counsel submit to the jurisdiction of the Court for
6 purposes of interpreting, implementing, and enforcing the Settlement embodied in this
7 Agreement and all orders and judgments entered in connection therewith. If either Party
8 believes that a dispute exists arising out of or relating to this Agreement, it shall notify the
9 other Party in writing. The Parties shall thereafter meet and confer in good faith for at least
10 thirty (30) calendar days in an effort to resolve the dispute before initiating any proceedings.
11 Each Party shall bear its own attorney's fees and costs in such proceedings. This Agreement
12 will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13 26. Judgment in this Lawsuit. Within thirty (30) calendar days after the Parties
14 execute this Agreement, Plaintiffs' Counsel shall prepare, file, and serve a motion for
15 approval of this Agreement pursuant to California Labor Code § 2699(1)(2), advocating that
16 the terms of the Settlement are fair, adequate, and reasonable, and Defendant shall not
17 oppose such a motion provided that it is consistent with the terms of this Agreement. The
18 Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties,
19 Lawsuit, and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment,
20 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
21 matters as are permitted by this Agreement or by law.

22 27. No Admission of Wrongdoing. Except for the purposes of effectuating and
23 enforcing the terms of this Agreement which include barring claims that are released
24 pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement
25 itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
26 to be evidence for any purpose adverse to Defendant and/or any of the Released Parties,
27 including but not limited to, evidence of any violation of the Labor Code, presumption,
28 concession, indication, or admission by any of the Released Parties of any liability, fault,

1 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in
2 evidence against Defendants and/or any of the Released Parties in any other civil, criminal,
3 or administrative action or proceeding.

4 28. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and
5 understands the full contents of this Agreement and is voluntarily entering into this
6 Agreement after having received independent legal advice from his or its attorneys with
7 respect to the advisability of making the settlement provided for herein and the advisability
8 of executing this Agreement.

9 29. Joint Drafting. Each of the Parties has participated in the drafting of all
10 provisions of this Agreement, has had an adequate opportunity to read, review, and consider
11 the effect of the language of this Agreement, and has agreed to its terms. This Agreement
12 will no be construed against any Party on the basis that the Party was the drafter or
13 participated in the drafting.

14 30. Counterparts. This Agreement may be signed in counterparts. Fax, scan,
15 and/or electronic copies of signatures shall be deemed effective as originals.

16 31. Entire Agreement. This Agreement and the Individual Settlement Agreement
17 set forth the entire agreement between the Parties hereto and fully supersedes any and all
18 prior and/or supplemental understandings, whether written or oral, between the Parties
19 concerning the subject matter of this Agreement. Any modification to this Agreement must
20 be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendants and Defendants'
21 counsel.

22 32. Waiver of right to appeal. In the event that the Court reduces or does not
23 approve the requested PAGA Representative Enhancement Payment, Plaintiff shall not
24 terminate this Settlement or appeal any judgment or order on that basis; and/or (ii) in the
25 event that the Court reduces or does not approve Plaintiff's Counsel's requested fee award
26 and costs, Plaintiff and Plaintiff's counsel shall not terminate this Settlement and shall not
27 appeal any judgment or order on that basis. Provided the Judgment is consistent with the
28 terms and conditions of this Agreement, the Parties, their respective counsel waive all rights

1 to appeal from the Judgment, including all rights to post-judgment and appellate
2 proceedings, the right to file motions to vacate judgment, motions for new trial,
3 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
4 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
5 Parties' obligations to perform under this Agreement will be suspended until such time as
6 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
7 not affect the amount of the Net Settlement Amount.

8 33. Cooperation. All Parties will cooperate in good faith and apply their best efforts
9 to implement this Settlement by, among other things, executing all documents to the extent
10 reasonably necessary to effectuate the terms of this Settlement Agreement, submitting
11 supplemental evidence and/or supplemental points and authorities if requested by the
12 Court, or making changes to the Settlement if requested by the Court that do not materially
13 affect the essential settlement terms.

14 34. Enforcement Actions. In the event that one or more of the Parties institute any
15 legal action, motion, petition, or other proceeding against any other Party or Parties to
16 enforce the provisions of this Settlement or to declare rights and/or obligations under this
17 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
18 Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

19 35. No Prior Assignments. The Parties separately represent and warrant that they
20 have not directly or indirectly assigned, transferred, encumbered or purported to assign,
21 transfer or encumber to any person or entity and portion of any liability, claim, demand,
22 action, cause of action or right released and discharged by the Party in this Settlement.

23 36. Integration. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties,
26 covenants, or inducements made to or by any Party.

1 37. Confidentiality. To the extent permitted by law, all agreements made, and
2 orders entered during Action and in this Agreement relating to the confidentiality of
3 information shall survive the execution of this Agreement.

4 38. Use and Return of Aggrieved Employee Data. Information provided to PAGA
5 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
6 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
7 negotiations, or in connection with the Settlement, may be used only with respect to this
8 Settlement, and no other purpose, and may not be used in any way that violates any existing
9 contractual agreement, statute, or rule of court. Not later than 90 days after the
10 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall
11 destroy all paper and electronic versions of Aggrieved Employee Data received from
12 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant
13 makes a written request to PAGA Counsel for the return, rather than the destructions, of
14 Aggrieved Employee Data.

15 39. Headings. The descriptive heading of any section or paragraph of this
16 Agreement is inserted for convenience of reference only and does not constitute a part of
17 this Agreement.

18 40. Notice. All notices, demands or other communications between the Parties in
19 connection with this Agreement will be in writing and deemed to have been duly given as of
20 the third business day after mailing by United States mail, or the day sent by email or
21 messenger, addressed as follows:

1 To Plaintiffs:

2 Elliot J. Siegel
3 elliott@kingsiegel.com
4 Melissa R. Rinehart
5 melissa@kingsiegel.com
6 **KING & SIEGEL LLP**
7 724 S. Spring Street, Suite 201
8 Los Angeles, California 90014
9 Tel: (213) 465-4802
10 fax: (213) 465-4803

11 Roman Otkupman
12 Roman@OLFLA.com
13 Nidah Farishta
14 Nidah@OLFLA.com
15 **OTKUPMAN LAW FIRM, A LAW CORPORATION**
16 5743 Corsa Ave., Suite 123,
17 Westlake Village, CA 91362
18 Telephone: (818) 293-5623
19 Facsimile: (888) 850-1310

20 To Defendant:

21 José-Manuel A. de Castro
22 jmdecastro@decastrolawgroup.com
23 Telephone: (310) 270-9877
24 David G. Larmore
25 dlarmore@decastrolawgroup.com
26 Telephone: (310) 270-9826
27 Lori V. Minassian
28 lminassian@decastrolawgroup.com
Telephone: (310) 270-9879
DE CASTRO LAW GROUP, P.C.
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, California 91504

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

3
4 DATED: 07 / 13 / 2026

By: 
JEFFERY MACIAS
Individually and on behalf of the Aggrieved
Employees and State of California

5
6
7
8 DATED: _____

By: _____
JOVESA NAQARASE
Individually and on behalf of the Aggrieved
Employees and State of California

9
10
11
12 DATED: 7/17/2026

By: 
Title: _____
On behalf of Defendant HALLMARK AVIATION
SERVICES, L.P.

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

3

4 DATED: _____

By: _____

5

JEFFERY MACIAS

6

Individually and on behalf of the Aggrieved
Employees and State of California

7

8 DATED: 07 / 13 / 2026
9

By:  _____

10

JOVESA NAQARASE

11

Individually and on behalf of the Aggrieved
Employees and State of California

12

13 DATED: 7/17/2026

By:  _____

14

Title: President

15

On behalf of Defendant HALLMARK AVIATION
SERVICES, L.P.

16

17

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16:41:47 UTC-7

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IP: 172.115.114.205



VIEWED

07 / 13 / 2026

16:42:31 UTC-7

Viewed by Jeffrey Macias (jeffreymacias@me.com)
IP: 69.226.57.23



SIGNED

07 / 13 / 2026

16:43:11 UTC-7

Signed by Jeffrey Macias (jeffreymacias@me.com)
IP: 204.107.19.27



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17:01:26 UTC-7

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IP: 172.115.114.205



VIEWED

07 / 13 / 2026

17:02:50 UTC-7

Viewed by Jovesa Naqarase (jonaqarase@gmail.com)
IP: 69.215.146.251



SIGNED

07 / 13 / 2026

17:04:03 UTC-7

Signed by Jovesa Naqarase (jonaqarase@gmail.com)
IP: 69.215.146.251



COMPLETED

07 / 13 / 2026

17:04:03 UTC-7

The document has been completed.