

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made and entered by and between Plaintiff William Santos (“Plaintiff”) and Defendant United Aeronautical Corporation (“Defendant”) to settle the action entitled *Santos v. United Aeronautical Corporation* (Case No. 23STCV24020) (the “Lawsuit”). Plaintiff and Defendant are collectively referred to herein as the “Parties”, and each may be individually referred to herein as a “Party”.

RECITALS

This Agreement is made in consideration of the following facts:

- A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant.
- B. Plaintiff contends that he suffered one or more violations of the Labor Code during his employment with Defendant and that he is an “aggrieved employee” under Private Attorneys General Act of 2004 (“PAGA”).
- C. On July 25, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.
- D. On October 3, 2023, Plaintiff filed a representative PAGA matter in the Superior Court of California, County of Los Angeles, that was predicated on the alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods and rest breaks; (3) failure to timely pay wages during employment; (4) failure to timely pay wages upon termination; (5) failure to provide complete and accurate wage statements; and (6) failure to reimburse business expenses, and all related claims (“PAGA Claims”).
- E. After engaging in extensive discovery, investigations, and negotiation, the Parties ultimately decided to settle this Lawsuit, subject to the Court’s approval.
- F. Defendant denies all the allegations in the Lawsuit and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.
- G. The Parties analyzed and investigated the facts and law relevant to the Lawsuit. Pursuant to discovery, Defendant produced documents and data, including but not limited to information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, a statistically significant sampling of timekeeping and payroll records, wage statements, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. Defendant also produced to Plaintiff’s Counsel tax returns, Income Statements and other documents evidencing its financial condition and ability to fund litigation or a settlement and/or

satisfy any judgment entered against it. The Parties had ample opportunity to evaluate their positions on the merits of the claims asserted.

H. The Parties, Plaintiff's Counsel, and Defendant's counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and agreements contained herein and pursuant to Labor Code section 2699(l)(2), the Parties agree to seek approval of the following settlement terms.

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2), including: (a) Proposed Order Granting Approval of PAGA Settlement; (b) signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of the list of Settlement Group Members; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Settlement Group Members or LWDA; and nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel, or Defendant's counsel; (c) signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents, operative complaint, and this Agreement; and (d) all facts relevant to any actual or potential conflict of interest with Settlement Group Members and/or Settlement Administrator. In their declarations, Plaintiff and Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

2. **Delivery of Agreement to the LWDA.** As required by Labor Code section 2699(l)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective the later of the following: (a) ninety (90) calendar days after entry of court approval; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, then the expiration of the time to appeal without a timely appeal filed; and (c) if there is a timely appeal, then the disposition of the appeal and any further appeal, affirming approval of the Settlement.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the Lawsuit. Defendant denies and continues to deny all of the allegations made by Plaintiff in the Lawsuit and denies and continues to deny that it is liable or owes any damages, penalties, or other compensation or remedies to anyone with respect to the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in

connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendant agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties agree that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Settlement Group and Settlement Period.**

(a) **Settlement Group and Settlement Group Members.** This Agreement shall contemplate all current and former non-exempt or hourly-paid employees who worked for Defendant within the State of California at any time during the Settlement Period ("Settlement Group" or "Settlement Group Members").

(b) **The Settlement Period.** This Agreement shall cover the period from July 25, 2022, through November 30, 2024 ("Settlement Period").

(i) There will be no right of Settlement Group Members to opt out of or object to the Settlement.

(ii) There will be no reversion to Defendant and no claims process for the Settlement Group Members to receive payment.

(iii) Defendant estimates there are about 50 Settlement Group Members that worked around 1,587 pay periods during the Settlement Period.

6. **Settlement Administration.**

(a) The Parties will retain Apex Class Action Administration to act as the Settlement Administrator with respect to this Agreement.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. section 486B, making all payments required by this Agreement, handling all required tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiff, Plaintiff's Counsel, Settlement Group, and LWDA resulting from the settlement payments under this Agreement.

(c) Any disputes concerning the settlement administration may be submitted to and resolved by the Court.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Settlement Agreement, Defendant shall pay the maximum gross sum of \$65,000 (“Gross Settlement Amount”), in the manner and method set forth in this Settlement Agreement. Nothing in this Settlement Agreement, aside from the conditions set forth in the Escalator Clause herein, shall require Defendant to pay, or make Defendant liable for, more than the Gross Settlement Amount to fully, finally, and completely settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following proposed payments: (i) attorneys’ fees to Plaintiff’s Counsel (“Attorneys’ Fees Award”); (ii) litigation costs and expenses to Plaintiff’s Counsel (“Litigation Costs Award”); (iii) enhancement payment to Plaintiff (“Enhancement Payment”); (iv) settlement administration costs to the Settlement Administrator (“Administration Costs”); and (v) civil penalties to the LWDA and Settlement Group (“PAGA Penalties Fund”).

(i) **Attorneys’ Fees Award.**

(A) Plaintiff’s Counsel may submit an application to the Court for an award of attorneys’ fees not to exceed \$22,750 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys’ fees except as provided for in this Agreement.

(B) Any Attorneys’ Fees Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for attorneys’ fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving an Attorneys’ Fees Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve an Attorneys’ Fees Award that is less than the amount set forth herein. The Court’s refusal to approve the Attorneys’ Fees Award requested by Plaintiff’s Counsel does not give Plaintiff, Settlement Group, or Plaintiff’s Counsel any basis to abrogate this Settlement.

(D) If any portion of the Attorneys’ Fees Award set forth herein is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant’s obligations with respect to the Attorneys’ Fees Award. Any difference between the amount of Attorneys’ Fees Award set forth herein and the amount of the Attorneys’ Fees Award approved by the Court will become part of the PAGA Penalties Fund.

(ii) **Litigation Costs Award.**

(A) Plaintiff's Counsel may submit an application to the Court for an award for reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit not to exceed \$5,000 ("Litigation Costs Award"). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Litigation Costs Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving a Litigation Costs Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Litigation Costs Award that is less than the amount set forth herein. The Court's refusal to approve the Litigation Costs Award requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Litigation Costs Award set forth herein is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Litigation Costs Award. Any difference between the amount of Litigation Costs Award set forth herein and the amount of Litigation Costs Award approved by the Court will become part of the PAGA Penalties Fund.

(iii) **Enhancement Payment.**

(A) Plaintiff may submit an application to the Court for an award of an enhancement payment in an amount not to exceed \$5,000 to Plaintiff for the time and effort and for the risk undertaken in bringing and prosecuting the Lawsuit. Defendant shall not oppose any requests by Plaintiff for the Enhancement Payment.

(B) This Agreement is not contingent upon the Court approving the Enhancement Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Enhancement Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Enhancement Payment requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(C) If any portion of the Enhancement Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the amount of Enhancement Payment set forth herein and the amount of Enhancement Payment approved by the Court will become part of the PAGA Penalties Fund.

(iv) **Administration Costs.**

(A) Subject to approval by the Court, an amount currently estimated at \$5,000 will be paid to the Settlement Administrator out of the Gross Settlement Amount to cover the costs of the settlement administration process (“Administration Costs”).

(B) Any Administration Costs approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of any settlement administration costs.

(C) This Agreement is not contingent upon the Court approving Administration Costs in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Costs in an amount that is less than the amount set forth herein. The Court’s refusal to approve the Administration Costs requested does not give Plaintiff, Settlement Group, or Plaintiff’s Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Costs set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Any difference between the amount of Administration Costs set forth herein and the amount of Administration Costs approved by the Court will become part of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the Attorneys’ Fees Award, Litigation Costs Award, Enhancement Payment, and Administration Costs are paid shall be designated the PAGA Penalties Fund from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA for enforcement of labor laws, including the administration of PAGA and for education of employers and employees about their rights and responsibilities under the Labor Code.

(B) **Individual Settlement Awards.** Twenty-five percent (25%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Settlement Group on a pro rata basis. Each Settlement Group Member will receive a pro-rated share of the Net Settlement Amount based on the total number of pay periods the Settlement Group Member worked as an hourly-paid or non-exempt employee for Defendant within the State of California during the Settlement Period.

(C) The maximum amount that each Settlement Group Member is entitled to receive (“Individual Settlement Award”) is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing the total number of pay periods worked by the Settlement Group Member for Defendant within the State of California during the

Settlement Period by the total number of pay periods worked by all Settlement Group Members for Defendant within the State of California during the Settlement Period, as expressed in the following formula:

(1) Individual Settlement Award = Net Settlement Amount x (total number of pay periods worked by the Settlement Group Member ÷ total number of pay periods worked by all Settlement Group Members).

(2) If the total value of payments to Settlement Group Members exceeds this amount, then payments to each Settlement Group Member will be adjusted on a pro-rata basis so that the total payout to Settlement Group Members does not exceed the Net Settlement Amount.

(c) **No Effect on Employee Benefits.** The payments made to Settlement Group Members herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group.

(i) **Payments to Plaintiff's Counsel.** The Settlement Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** An IRS Form 1099 will be issued to each Settlement Group Member in connection with his or her Individual Settlement Award if it is \$600 or more.

(d) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth herein. Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

8. **Distribution of Settlement Payments.**

(a) **List of Settlement Group Members.** Within ten (10) calendar days of the Effective Date, Defendant shall provide to the Settlement Administrator a list of Settlement Group Members that identifies each of their: (i) Social Security numbers; (ii) last known addresses; (iii) telephone numbers; and (iv) number of pay periods worked during the Settlement Period. Defendant agrees to consult with the Settlement Administrator as required to provide the list in a format reasonably acceptable for the performance of the duties of the Settlement

Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process.

(b) **Funding of the Gross Settlement Amount.** Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator within fifteen (15) calendar days of the Effective Date.

(c) **Timing of Payment by Settlement Administrator.** Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the payments to the appropriate entities or persons. The Settlement Administrator shall obtain approval from all counsel of the calculations before disbursing the payments.

(d) **Payment of Individual Settlement Awards.**

(i) Individual Settlement Awards will be paid in the form of a settlement check delivered to each Settlement Group Member at the last known address. Each Individual Settlement Award will be accompanied by an explanatory letter in English and Spanish substantially in the form attached hereto as **Exhibit A**.

(ii) Settlement checks to Settlement Group Members will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any settlement checks to Settlement Group Members that are not cashed, deposited, or negotiated after the Check Stale Date will be void, and the amount of those settlement checks will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any settlement checks to the Settlement Group returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with such Settlement Group Member's Individual Settlement Award will be directed to the California State Controller for deposit in the Unclaimed Property Fund in their name.

9. **Releases.**

(a) **Released Parties.** The Released Parties include Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

(b) **Release of PAGA Claims.** Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

(c) **Plaintiff's General Release and Waiver of Rights Under Civil Code Section 1542.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Defendant and the Released Parties from all claims, transactions, or occurrences that occurred during the Settlement Period, including, but not limited to: (i) all claims that were, or could have been, alleged based on the facts contained in the operative complaint; and (ii) all PAGA Claims that were, or could have been, alleged based on facts contained in the PAGA notice. Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Settlement Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. But Plaintiff agrees that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

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

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

10. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

11. **Waiver of Appeal Rights.** By accepting this Settlement, and upon the Court granting approval of the settlement, Plaintiff and Plaintiff's Counsel waive any and all rights they may have to appeal any judgment, ruling, or order made by the Court including any order granting approval of this Settlement or dismissing the Lawsuit with prejudice. This includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the approval becomes final.

12. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes this Agreement is a fair, adequate, and reasonable settlement of the Lawsuit. The Parties acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and the assessments of their counsel.

13. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and that the Parties and their counsel will cooperate with each other to effect the implementation of this Agreement. The Parties pledge that their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court.

14. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule providing that in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

15. **Defendant's Option to Revoke.** If the settlement, or any terms therein, is modified, vacated, altered, or becomes otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendant shall have the option to revoke this Agreement at its sole discretion.

16. **Discovery of Documents and Information.** Plaintiff and Plaintiffs' Counsel agree that they will destroy all documents and information provided to them by Defendant during this Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiffs' Counsel agree that none of the documents and information provided to them by Defendants shall be used for any purpose other than Settlement of the Lawsuit.

17. **Authority to Enter the Agreement.** Each Party represents and warrants it has the right and authority to execute this Agreement. It is agreed that the Settlement Group Members are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Settlement Group Members by Plaintiff and Plaintiff's Counsel.

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity, and effect as original signatures.

20. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

21. **Nullification of Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all, with the exception that if any settlement administration costs are due and payable, the Parties agree to split those costs.

22. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

23. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

24. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

25. **Admissibility of Agreement.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to Evidence Code section 1123.

26. **Amendment and Modification.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

27. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

28. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

29. **Escalator Clause.** If it is determined that the number of pay periods within the Settlement Period exceeds ten percent (10%) or more of 1,587 (*i.e.*, more than 1,746 pay periods), then, at Defendant's option, either the: (a) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%); and (b) Settlement Period will end on the date the number of pay periods reaches 1,746.

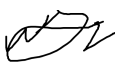
30. **Dismissal.** Upon the Court's approval of this Agreement and payment of all sums required by this Agreement, Plaintiff shall file a request for dismissal of the Lawsuit in its entirety as to Defendant with prejudice. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement.

* * *

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: 01/21/2025

William Santos

By:  _____

Dated: January 22, 2025

Justice Law Corporation [Approving as to Form Only]

By:  _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiff

Dated: _____

United Aeronautical Corporation

By: _____
On behalf of United Aeronautical Corporation

Dated: _____

Pettit, Kohn, Ingrassia, Lutz & Dolin PC [Approving as to Form Only]

By: _____
Thomas S. Ingrassia, Esq.
Greg A. Feldman, Esq.
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: _____

William Santos

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.

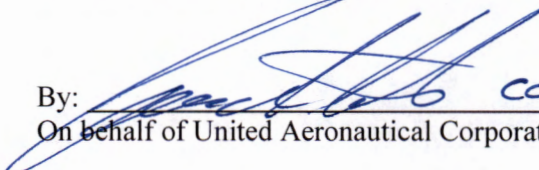
Shunt Tatavos-Gharajeh, Esq.

William Wilkinson, Esq.

Attorneys for Plaintiff

Dated: 01-10-2025

United Aeronautical Corporation

By:  COURTNEY COLE
On behalf of United Aeronautical Corporation

Dated: January 13, 2025

Pettit, Kohn, Ingrassia, Lutz & Dolin PC [Approving as to Form Only]

By:  _____

Thomas S. Ingrassia, Esq.

Greg A. Feldman, Esq.

Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Santos v. United Aeronautical Corporation
Superior Court of California, County of Los Angeles
Case No. 23STCV24020

Dear [Settlement Group Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Los Angeles, entitled *Santos v. United Aeronautical Corporation*, Case Number 23STCV24020 ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit

Pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")), on October 3, 2023, Plaintiff William Santos ("Plaintiff"), a former employee of Defendant United Aeronautical Corporation ("Defendant"), commenced this Lawsuit by filing a complaint in the Superior Court of California, County of Los Angeles, on behalf of the State of California and all current and former non-exempt or hourly-paid employees who worked for Defendant within the State of California at any time during the period from July 25, 2022, through November 30, 2024 ("Settlement Group," "Settlement Group Members," and "Settlement Period").

In the Lawsuit, Plaintiff claimed Defendant owed civil penalties under PAGA to Plaintiff and the Settlement Group Members for alleged violations of the Labor Code. Defendant denies that it violated the Labor Code, denies the allegations in the operative complaint, and denies all liability under PAGA to Plaintiff, Settlement Group Members, and State of California.

The merits of the Lawsuit have not been determined. However, on [REDACTED], the Superior Court of California, County of Los Angeles, approved a settlement of the Lawsuit that Defendant entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Los Angeles, involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods you worked for Defendant during the Settlement Period relative to all other Settlement Group Members.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided and transmitted to the California State Controller for deposit in the Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

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

As a result of this settlement, Plaintiff, LWDA, and you are deemed to release, on behalf of yourself and your former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant (“Released Parties”) from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 (“Released Claims”).

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check if your Individual Settlement Award is \$600 or more. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

VI. Where to Get More Information

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

Dated: **INSERT DATE**

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On March 5, 2025, I served the foregoing document described as

SETTLEMENT AGREEMENT

for the following case: **Santos v. United Aeronautical Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-970760-23**
Court Case No.: 23STCV24020
Los Angeles County Superior Court

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

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

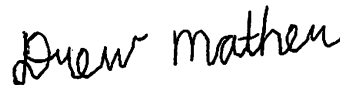
[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on March 5, 2025, at Pasadena, California.



Drew Mather