

# **EXHIBIT 1**

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PLEASANT and IRENE SALITA

*[Additional counsel listed on the following page]*

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

CREE ORIANA PLEASANT and IRENE  
SALITA, individually, and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

PACIFIC AVIATION CORPORATION; and  
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV16104

**PAGA SETTLEMENT AGREEMENT**

Action Filed: July 10, 2023  
FAC Filed: October 11, 2023  
Trial Date: None Set

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Attorneys for Defendant PACIFIC AVIATION CORPORATION

## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs CREE ORIANA PLEASANT and IRENE SALITA (“Plaintiffs”), individually and in their capacity as representatives of the State of California on behalf of other allegedly aggrieved employees, and defendant PACIFIC AVIATION CORPORATION (“Defendant”) The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Cree Oriana Pleasant and Irene Salita, individually, and on behalf of all others similarly situated v. Pacific Aviation Corporation*, Case No. 23STCV16104, initiated on July 10, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Settlement Administrator” or “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “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 the Settlement.
- 1.4. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in California employed between July 10, 2022 through September 10, 2024 (the “PAGA Release Period”).
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “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.

- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Pettit Kohn Ingrassia Lutz & Dolin.
- 1.9. “Effective Date” means the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (i) if there are no interventors, then the date the Court enters Judgment, (ii) if there is an intervenor, then final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further judicial review.
- 1.10. “Gross Settlement Amount” means \$295,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 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, and the Administration Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 75% of the Net Settlement Amount to the LWDA PAGA Payment and 25% of the Net Settlement Amount to the Individual PAGA Payments.

- 1.16. “PAGA Counsel” means Moon Law Group, PC.
- 1.17. “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.
- 1.18. “PAGA Pay Period” means any Pay Period during which a Aggrieved Employee worked for Defendant for at least one day during the PAGA Release Period.
- 1.19. “PAGA Release Period” means the period from July 10, 2022, to September 10, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. “PAGA Notice” means Plaintiffs’ July 10, 2023 letters to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees as Individual PAGA Payments and the 75% to LWDA as the LWDA PAGA Payment in settlement of PAGA claims.
- 1.23. “Plaintiffs” means Cree Oriana Pleasant and Irene Salita, the named plaintiffs in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Pacific Aviation Corporation and its current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and each of its respective current and former owners, partners, officers, directors, managers, employees, attorneys, agents, and other related parties.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendant” means named Defendant Pacific Aviation Corporation.

1     **2.     RECITALS.**

2           2.1.     On July 10, 2023, Plaintiffs Cree Oriana Pleasant and Irene Salita filed a class action  
3                   complaint in this action against Defendant alleging violations of California law. However,  
4                   because of the existence of enforceable arbitration agreements, Plaintiffs dismissed their  
5                   class and individual claims and filed a Private Attorney General Act (“PAGA”) only  
6                   complaint (“Operative Complaint”).

7           2.2.     On September 10, 2024, the Parties participated in a private mediation before Steven  
8                   Rottman, Esq., and reached an agreement in principle. Prior to mediation, Plaintiffs  
9                   obtained, through informal discovery, employee and payroll data, policy documents, and  
10                  additional information regarding Defendant’s non-exempt, hourly employees in California  
11                  who were employed by Defendant during the PAGA Period, which PAGA Counsel  
12                  reviewed and analyzed.

13          2.3.     The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of  
14                   any action pending in civil court asserting claims that will be extinguished or affected  
15                   by the Settlement. Nevertheless, Defense Counsel acknowledges that on or about  
16                   October 9, 2024, Defendant was mailed a copy of a notice filed at the California Labor and  
17                   Workforce Development Agency the addressed to the PAGA Administrator by counsel for  
18                   Defendant’s former employee, Carl Smith (“Claimant”), pursuant to Labor Code section  
19                   2699.3(a)(1) (the “Smith PAGA Notice”). The Smith PAGA Notice alleges that Defendant  
20                   violated specific wage and hour provisions of the Labor Code and asserts Claimant’s intent  
21                   to file a civil action if necessary. Those allegations and claims specified in that  
22                   correspondence, if pursued in civil court, may extinguish several months’ worth of the  
23                   claims and penalties outlined in the Smith PAGA Notice. Defendant also acknowledges  
24                   that this same Claimant filed a class action lawsuit captioned *Carl Smith, individually*  
25                   *and on behalf of all others similarly situated v. Pacific Aviation Corporation*, Case  
26                   No. 24STCV26211, initiated on October 9, 2024 and pending in the Superior Court of  
27                   the State of California, County of Los Angeles. Defendant has yet to be served with the  
28                   class action. The Parties and Plaintiffs’ Counsel acknowledge having received notice of

these facts.

**3. MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$295,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$98,333.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Aggrieved Employees. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these

Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed \$5,186.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$5,186.00, the Administrator will allocate the remainder to the Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: After deducting PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment from the Gross Settlement Amount, the remaining amount will be the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA PAGA Payment and Individual PAGA Payments. The Net Settlement Amount shall be allocated 75% to the LWDA PAGA Payment. The remaining 25% of the Net Settlement Amount will be allocated to the Individual PAGA Payments that will be paid to the Aggrieved Employees on a *pro rata* basis as noted below.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates that there are 1,364 Aggrieved Employees, who collectively worked 32,000 pay periods during the period from July 10, 2022 through September 10, 2024.

4.2. Aggrieved Employee Data. Within fourteen (14) days after the Court Order is signed, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effectuate and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Within one (1) day after the Effective Date, the Administrator will provide Defendant with wire transfer information. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Additionally, the Administrator will send Aggrieved Employees a Notice of PAGA Action Settlement (attached hereto as **Exhibit 1**) along with their respective Individual PAGA Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the

date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## 5. **RELEASES OF CLAIMS.**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Aggrieved Employees (including Plaintiffs) will release claims against all Released Parties as follows:

5.1. Release by Aggrieved Employees: The claims to be released by the Plaintiffs, the LWDA, and the State of California are for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), based upon all underlying wage and hour claims under state,

federal, or local law, which arise out of the claims expressly pleaded in the Action, and all other claims, 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 Action for, but not limited to California Labor Code sections 98.6, 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226 et. Seq., 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2699, 2802, 2804, and 2810.5. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because Plaintiffs' action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiffs but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. Responsibilities of All Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and

appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

**8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

The Parties estimate that there are to be 32,000 pay periods during the period from July 10, 2022 through September 10, 2024. Should the qualifying pay periods increase beyond 10% worked by the Aggrieved Employees during the aforementioned period (i.e., by more than 3,200 pay periods), Defendant shall increase the Total Settlement Amount on a pro-rata basis equivalent to the percentage increase in the number of pay periods worked by the Aggrieved Employees above the ten percent (10%) threshold, meaning Defendant will increase the Total Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of pay periods increases by 11% to 3,520 pay periods, the Total Settlement Amount will increase by one percent (1%)).

**9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

**10. ADDITIONAL PROVISIONS.**

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in

this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Aggrieved Employee Data shall not be shared with PAGA Counsel unless identifying information is anonymized. In the event PAGA Counsel receives non-anonymized Aggrieved Employee

Data, PAGA Counsel shall delete it immediately.

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

10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16. Enforcement Actions. Except as otherwise provided in this PAGA Settlement Agreement, in the event that one or more of the Parties to this PAGA Settlement Agreement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Settlement Agreement or to declare rights and/or obligations under this PAGA Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs incurred in connection with any enforcement actions.

10.17. Binding Settlement. This PAGA Settlement Agreement is intended to and shall be fully binding, enforceable, and subject to disclosure, including Evidence Code section 1123 and Code of Civil Procedure section 664.6.

10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil

Procedure § 583.310 for the entire period of this settlement process.

**Plaintiffs:**

Dated: 2/25/2025

Signed by:  
By: Cree Oriana Pleasant  
AD658589E9F54D0...

Cree Oriana Pleasant

Dated: 2/25/2025

DocuSigned by:  
By: Irene Salita  
113985212502487...

Irene Salita

**Plaintiffs' Counsel:**

Dated: 02/25/2025

**MOON LAW GROUP, PC**

By: Kane Moon  
Kane Moon  
Lilit Ter-Astvatsatryan  
Nichelle Christopherson

Attorneys for Plaintiffs

**Defendant:**

Dated:

**PACIFIC AVIATION CORPORATION**

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Defendant's Counsel:**

Dated:

**PETTIT KOHN INCRASSIA LUTZ & DOLIN**

By: \_\_\_\_\_  
Jennifer N. Lutz  
Arsalan AlNasir  
Attorneys for Defendant

Procedure § 583.310 for the entire period of this settlement process.

**Plaintiffs:**

Dated:

By: \_\_\_\_\_  
Cree Oriana Pleasant

Dated:

By: \_\_\_\_\_  
Irene Salita

**Plaintiffs' Counsel:**

Dated:

**MOON LAW GROUP, PC**

By: \_\_\_\_\_  
Kane Moon  
Lilit Ter-Astvatsatryan  
Nichelle Christopherson  
  
Attorneys for Plaintiffs

**Defendant:**

Dated:

02/26/2025

**PACIFIC AVIATION CORPORATION**

By: \_\_\_\_\_  
Evan Gobdel  
Print Name

*Evan Gobdel*

Signature

CEO

Title

**Defendant's Counsel:**

Dated:

02/27/2025

**PETTIT KOHN INCRASSIA LUTZ & DOLIN**

By: \_\_\_\_\_  
Jennifer N. Lutz  
Arsa'an AlNasir  
Attorneys for Defendant

# **EXHIBIT 1**

## **NOTICE OF PAGA ACTION SETTLEMENT**

*Cree Oriana Pleasant and Irene Salita v. Pacific Aviation Corporation, Case No. 23STCV16104  
Los Angeles County Superior Court*

*This is not a solicitation by a lawyer. You are not being sued.*

IF YOU ARE OR WERE EMPLOYED AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE BY DEFENDANT PACIFIC AVIATION CORPORATION (“DEFENDANT”) FROM JULY 10, 2022, THROUGH SEPTEMBER 10, 2024, THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the “Settlement”) has been reached in a lawsuit entitled *Cree Oriana Pleasant and Irene Salita v. Pacific Aviation Corporation, Los Angeles County Superior Court Case No. 23STCV16104* (the “Action”), asserting claims under the Labor Code Private Attorney General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The Settlement resolves the Action. The purpose of this Notice is to explain to you why you are receiving a portion of the Settlement proceeds.

### ***Who is affected by this proposed Settlement?***

The Court has designated for settlement purposes the following persons as “Aggrieved Employee(s),” who are entitled to a portion of the Settlement proceeds:

All current and former hourly-paid or non-exempt employees of Defendant in California employed between July 10, 2022, through September 10, 2024.

According to Defendant’s records, you are one of the Aggrieved Employees.

### ***What is this case about?***

In the Action, Plaintiffs Cree Oriana Pleasant and Irene Salita (“Plaintiffs”) asserted claims that Defendant violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*].

Defendant denied all liability and was confident it had strong legal and factual defenses to Plaintiffs’ claims.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses. This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiffs and Defendant (the “Parties”), through their attorneys, and is not an admission of liability by Defendant. The Court approved the Settlement.

### ***What are the Settlement terms?***

Defendant will pay **\$295,000.00** (the “Gross Settlement Amount”) for: (a) payment of **\$-----** to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of the net amount (after deducting PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment from the Gross Settlement Amount); (b) payment of **\$-----** to Aggrieved Employees as their 25% share of the net amount, (c) payment of PAGA Counsel Fees of **\$98,333.33** and PAGA Counsel Litigation Expenses of **\$25,000.00**; and, (d) payment of Administration Expenses of **\$-----[not to exceed \$5,186.00]** to the Administrator.

The claims to be released by the Plaintiffs, the LWDA, and the State of California are for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), based upon all underlying wage and hour claims under state, federal, or local law, which arise out of the claims expressly pleaded in the Action, and all other claims, 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 Action for, but not limited to California Labor Code sections 98.6, 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226 *et seq.*, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, 2699, 2802, 2804, and 2810.5. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because Plaintiffs’ action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiffs but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

The “Released Parties” means: Pacific Aviation Corporation and its current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and each of its respective current and former owners, partners, officers, directors, managers, employees, attorneys, agents, and other related parties.

The Individual PAGA Payment to you will be classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required.<sup>1</sup> Your share was calculated based on the number of pay periods you worked for Defendant during the PAGA Period as a proportion of the total.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and will automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller in the name of the Aggrieved Employee who did not cash the check, from which the Aggrieved Employee may claim the funds.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.**

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<sup>1</sup> One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiffs nor Defendant has made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).