SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement") is reached by and between Plaintiff Donna Jones ("Plaintiff"), individually and as a private attorney general, on the one hand, and Defendant CAVU Experiences (AMER) LLC ("CAVU" or "Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff is represented by W. Zev Abramson, Nissim Levin, and Baruch Kreiman of Abramson Labor Group. Defendant is represented by Eric W. Witt of Squire Patton Boggs (US) LLP.

Plaintiff filed an action against Defendant in the Sacramento County Superior Court, titled *Donna Jones v. CAVU EXPERIENCES (AMER) LLC,* Case No. 24CV000624, on January 16, 2024 (the "Action"). The operative Complaint in the Action alleges claims against Defendant for: (i) Civil Penalties Under the Private Attorneys General Act (Labor Code § 2698, *et seq.*).

On November 13, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, which led to this Agreement to settle the Action.

Prior to mediation, Plaintiff obtained, through informal discovery, exemplars of Defendant's employee wage statements as well as other relevant data, including the number of persons employed by Defendant within California in a non-exempt capacity during the relevant period, and documents for the relevant time period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

Given the uncertainty of litigation, the Parties wish to settle Plaintiff's claims, and will do so on a representative basis Accordingly, Plaintiff and Defendant agree as follows:

I. DEFINITIONS

1. **"Administration Costs"** shall mean the amount paid to the third-party administrator for administering the PAGA Payment, which shall not exceed three thousand, five hundred dollars ($3,500).

2. **"Case"** means the action pending in the Sacramento County Superior Court entitled, *Donna Jones v CAVU Experiences (AMER) LLC*, Case No. 24CV000624, alternatively referred to as the "Action."

3. **"Court"** means the Sacramento County Superior Court.

4. **"Covered Pay Periods"** means the pay periods in which PAGA Settlement Group Members provided services to Defendant in California during the PAGA Period.

5. **"Defendant"** means CAVU Experiences (AMER) LLC.

6. **"Defendant's Counsel"** means: Eric W. Witt, Esq., of SQUIRE PATTON BOGGS (US) LLP.

7. **"Effective Date"** means the date of service of the Notice of Entry of the Court's Final Order dismissing the Case with prejudice ("Final Order").

8. **"Final Order"** means the order the Court signs dismissing the Case with prejudice, substantially in the form attached hereto as Exhibit A.

9. **"Funding Deadline"** means the date by which Defendant agrees to fully fund the Gross Settlement Amount, which will be not later than thirty (30) calendar days after the Final Order is issued.

10. **"Gross Settlement Amount"** shall mean the total of Two Hundred Fifty Thousand Dollars ($250,000), which is the maximum that Defendant will be required to pay under this Settlement Agreement. The Gross Settlement Amount will be used to pay all payments to the LWDA, PAGA Settlement Group Members, and Settlement Administrator, as well as Plaintiff's Counsel's attorneys' fees and costs and Plaintiff's Individual Payment.

11. **"Individual PAGA Payment"** or **"Settlement Share"** means the proportional pro rata amount payable from the PAGA Payment to each of the PAGA Settlement Group Members out of the 25% of the PAGA Payment attributable to civil penalties under California Labor Code section 2699, with such individual shares to be based on the number of Covered Pay Periods during which a PAGA Settlement Group Member worked for Defendant during the PAGA Period. PAGA Settlement Group Members will be issued IRS Form 1099s for their Individual PAGA Payments.

12. **"LWDA"** means the California Labor & Workforce Development Agency.

13. **"LWDA Payment**" means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.

14. **"Net Settlement Amount"** means the amount from the Gross Settlement Amount that is available for distribution as the PAGA Payment (the LWDA Payment plus the Individual PAGA Payments to the PAGA Settlement Group Members) after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff Individual Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to court approval). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members as payment of civil penalties under the PAGA.

15. **"Omitted Person(s)"** means any additional persons who are not initially included in the list of PAGA Settlement Members provided to the Settlement Administrator-but should have been-that are discovered at any time, including after checks are mailed to PAGA Settlement Members.

16. **"PAGA"** means the California Labor Code Private Attorneys General Act, California Labor Code sections 2698 *et seq*.

17. **"PAGA Payment"** means the LWDA Payment plus the Individual PAGA Payments to the PAGA Settlement Group Members, which collectively equals the amount from the Gross Settlement Amount that remains after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff Individual Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to court approval). One hundred percent (100%) of the PAGA Payment shall be allocated to civil penalties under California Labor Code section 2699, with seventy-five percent (75%) of the PAGA Payment going to the LWDA and twenty-five percent (25%) going to the PAGA Settlement Group

Members.

18. **"PAGA Period"** means the time period from January 5, 2023 through the earlier of approval of the settlement or January 13, 2026.

19. **"PAGA Settlement Group Member(s)"** means any and all persons employed by Defendant in any nonexempt, hourly position in the State of California during the PAGA Period.

20. **"Plaintiff"** means Donna Jones.

21. **"Plaintiff's Counsel"** means Baruch Kreiman of the law firm of Abramson Labor Group.

22. **"Plaintiff's Individual Payment"** shall mean the Ten Thousand Dollars ($10,000), to be paid to Plaintiff in settlement of her Individual Claims (defined below) in exchange for the full release of Plaintiff's Released Claims against Defendant. The Settlement Administrator (and not Defendant) shall issue an IRS Form 1099 to Plaintiff reflecting her Individual Payment.

23. **"Released Parties"** means Defendant CAVU EXPERIENCES (AMER), LLC, and all of its respective past, present, and future direct and indirect affiliates, parents, subsidiaries, predecessors, successors and assigns, and all of their respective past, present and future partners, principals, officers, directors, members, managers, employees, attorneys, insurers, representatives and agents, whether acting as agents or in individual capacities, their pension and welfare benefit plans (and their respective plan administrators, fiduciaries, insurers and trustees), and this Settlement Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals.

24. **"Settlement Administrator"** means Phoenix Class Action Administration Solutions ("Phoenix"), the third-party administrator retained by the Parties to administer the settlement.

II. RECITALS

1. Plaintiff worked as a nonexempt employee in the position of lounge agent for Defendant from approximately August 30, 2022 through April 25, 2023.

2. On January 5, 2024, Plaintiff sent a letter to the LWDA notifying the LWDA that she intended to pursue a PAGA action against Defendant for alleged violations of the California Labor Code.

3. On January 16, 2024, Plaintiff filed a PAGA Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Sacramento.

4. The operative PAGA Representative Action Complaint alleges a single cause of action for civil penalties pursuant to PAGA on behalf of all current and former non-exempt, hourly employees of Defendant under the following theories of liability: Defendant (1) failed to provide legally compliant meal periods and rest breaks or pay premiums in lieu thereof; (2) failed to furnish timely and accurate wage statements; and (4) failed to pay all wages owed upon separation.

5. On November 13, 2025, the Parties attended mediation with mediator Monique Ngo-Bonnici, Esq. and arrived at a settlement at the conclusion of the mediation, thereby fully and finally resolving the action in its entirety.

III. TERMS OF SETTLEMENT AGREEMENT

1. Representation Regarding PAGA Settlement Group Members and Pay Periods. Defendant represents that there are approximately 287 individuals who are PAGA Settlement Group Members. These PAGA Settlement Group Members worked approximately 4,920 total Covered Pay Periods.

2. Non-Admission and Denial of Liability. This Settlement Agreement is a product of compromise. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff or the LWDA that their representative claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Settlement Group Members, or any other person. Defendant denies that it violated the law in any manner alleged in the Action. Moreover, nothing in this Settlement Agreement shall be construed to be an admission by Defendant that the claims against Defendant have merit or that Defendant engaged in any wrongdoing. The Parties have entered into this Settlement Agreement to avoid further disputes and litigation in the Case with the attendant inconvenience, nuisance, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability. The Parties agree that an express condition of this Settlement Agreement is that there has been no finding of liability on the merits, and that this Settlement Agreement therefore cannot be a basis to assert offensive collateral estoppel against Defendant.

3. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Total Settlement Amount is Two Hundred Fifty Thousand Dollars ($250,000) inclusive of Plaintiff Counsel's attorney's fees and costs.

4. Escalator Clause. Defendant certifies that there is a total of approximately 4,920 Covered Pay Periods in the PAGA Period. However, if the total number of pay periods proves to be at least ten percent (10%) higher, or at least 5,412 pay periods worked, then CAVU Experiences shall have the option to either (A) increase the Gross Settlement Amount by the percentage increase in the number of pay periods worked by the PAGA representative action members above 10% (e.g. if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (B) rolling back the release period to the date in which 5,412 pay periods is met.

5. Funding Deadline. CAVU Experiences agrees to fully fund the Gross Settlement Amount within thirty (30) calendar days of the Court entering the Final Order.

6. Components of the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. **Attorneys' Fees and Litigation Costs.** Plaintiff's Counsel will request, and Defendant will not oppose, attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement in the amount of eighty-seven thousand, five hundred dollars ($87,500) and costs incurred in an amount not to exceed sixteen thousand dollars ($16,000). Should the Court approve an award of attorney's fees and/or costs of less than these amounts, any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Group Members.

b. Administration Costs. Administration Costs shall include the cost of the Administrator selected by Plaintiff and approved by Defendant to administer the PAGA Payment. The Parties have selected the third-party administrator Phoenix to administer the settlement which will include, *inter alia*, the required tax reporting on Individual PAGA Payments, tax reporting of Plaintiff's Individual Payment, the issuing of 1099 IRS Forms, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations. The Administration Costs for administering the PAGA Payment shall be paid from the Gross Settlement Amount and shall not exceed three thousand five hundred dollars ($3,500).

c. Plaintiff's Individual Payment. Subject to Court approval, Plaintiff shall receive the Plaintiff's Individual Payment in settlement of the Individual Claims in exchange for the full release of Plaintiff's Released Claims against Defendant and the Released Parties. Should the Court approve an award of Plaintiff's Individual Payment of less than ten thousand dollars ($10,000), any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement Group Members. This payment will be reported on an IRS Form 1099 issued to Plaintiff.

7. Net Settlement Amount. The Gross Settlement Amount will be used to pay the following amounts, subject to court approval: (1) attorneys' fees (not to exceed $87,500) and litigation costs (not to exceed $16,000); Plaintiff's incentive award (not to exceed $10,000), and the Settlement Administrator's costs (not to exceed $3,500). After these foregoing amounts are deducted, the remaining amount shall form the Net Settlement Amount, of which 100% shall be allocated to the PAGA Payment.

8. PAGA Payment. The PAGA Payment shall be paid in final settlement and resolution of the PAGA Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699. The PAGA Payment shall be distributed as follows:

a. (1) The LWDA shall receive 75% of the PAGA Payment; and

b. The PAGA Settlement Group Members shall receive 25% of the PAGA Payment- PAGA Settlement Group Members' Settlement Shares- which shall be allocated to each PAGA Settlement Group Member on a pro rata basis using the number of Covered Pay Periods worked as a PAGA Settlement Group Member. Payments to PAGA Settlement Group Members will be reported on IRS Form 1099s.

9. Releases.

a. PAGA Release. In her capacity as a private attorney general and an "aggrieved employee" acting on behalf of herself, the PAGA Settlement Group Members, and as a proxy or agent of the LWDA and the State of California, Plaintiff agrees to release Defendant and the other Released Parties from any and all PAGA Released Claims that arose during the PAGA Period. The express purposes of this Settlement Agreement and the Final Order to be entered by the Court following approval of this Settlement Agreement regarding the Action is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the PAGA Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal.4th 969, 986 (2009), the ability of

Plaintiff, the State of California and any PAGA Settlement Group Member (which includes any legal heirs and/or successors in interest of each and every PAGA Settlement Group Member) to bring a PAGA Released Claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Settlement Agreement may use the Settlement Agreement to assert that this Settlement Agreement and the Final Order to be entered by the Court following approval of this Settlement Agreement bar any later-filed action asserting any of the PAGA Released Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Group Members cash their Individual PAGA Payment checks, so long as the Gross Settlement Amount is administered and carried out according to this Settlement Agreement. No PAGA Settlement Group Member has the right to opt-out of, object to, or otherwise challenge this PAGA Release.

b. **PAGA Released Claims.** "PAGA Released Claims" means all claims, causes of action, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, or interest that were alleged or could have been alleged in the Case that are based on alleged failure to provide meal periods; failure to provide rest breaks; failure to pay minimum wages; failure to pay overtime wages; failure to furnish timely, accurate wage statements; failure to pay all wages upon separation; failure to reimburse all necessary, business-related expenses; and failure to pay all wages earned through the end of the PAGA Period. No PAGA Settlement Group Member has the right to opt-out of, object to, or otherwise challenge the PAGA Released Claims. The Parties agree that, beyond the Gross Settlement Amount (subject to increase pursuant to the Escalator Clause at Paragraph 4), Defendant shall not owe any additional monies to the PAGA Settlement Group Members or the LWDA, based on the PAGA Released Claims. Upon full funding of the Gross Settlement Amount, except as to such rights or claims as may be created by this Settlement Agreement, all PAGA Settlement Group Members and the LWDA fully release and discharge the Released Parties from all PAGA Released Claims.

c. **Plaintiff's Released Claims**. In consideration for receiving Plaintiff's Individual Payment described above, and as a condition of Defendant's willingness to enter into this Agreement, Plaintiff hereby binds herself, and all of her heirs, beneficiaries, trustees, administrators, executors, assigns, agents and legal representatives (collectively, the "Releasors"), and hereby releases, waives, and forever discharges Defendant and the Released Parties from, and hereby acknowledges full accord and satisfaction of, any and all claims, causes of action, debts, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, interest and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise) that relate to or arise from any act or failure to act from the beginning of time until the Effective Date of this Agreement, including but not limited to those relating to any and all disputed claims, with respect to Plaintiff, that Defendant failed to provide meal periods; provide rest breaks; pay minimum wages; pay overtime wages; furnish timely, accurate wage statements; pay all wages upon separation; reimburse all necessary, business-related expenses; pay all wages earned up to and including the date of the execution of this Settlement Agreement; or that relate to Plaintiff's employment by Defendant and the termination of that employment("Plaintiff's Released Claims").

   i. **Plaintiff also covenants not to sue Defendant and/or the Released Parties for**

any of Plaintiff's Released Claims, agrees not to participate in any class, collective, representative, or group action that may include any of Plaintiff's Released Claims, and by this Settlement Agreement, affirmatively opts out of any such class, collective, representative or group action. Plaintiff agrees not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against Defendant and/or the Released Parties, except as required by law. Plaintiff's Individual Payment shall be paid to Plaintiff specifically in exchange for the release of the Released Parties from Plaintiff's Released Claims and for the covenant not to sue concerning Plaintiff's Released Claims. Notwithstanding any other provision of this Settlement Agreement, this release does not release any claims that cannot lawfully be released by private agreement.

ii. **Nothing in this Settlement Agreement precludes Plaintiff from participating in any investigation or proceeding before any government agency or body**. However, while Plaintiff may file a charge and participate in an investigation or administrative proceeding, by signing this Settlement Agreement, Plaintiff waives any right to bring a lawsuit against Defendant and the Released Parties regarding Plaintiff's Released Claims and waives any right to any individual monetary recovery. Nothing in this Settlement Agreement is intended to impede Plaintiff's ability to report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program. Nothing in this Settlement Agreement waives Plaintiff's right to testify or prohibits Plaintiff from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the California state legislature.

iii. **Waiver of Civil Code Section 1542 by Plaintiff**. Plaintiff, on behalf of herself and her respective heirs, beneficiaries, trustees, executors, administrators, assigns, agents, insurers, representatives, and successors (but not on behalf of the PAGA Settlement Group Members or the LWDA), acknowledges her understanding of and expressly waives any and all rights and benefits conferred by the provisions of section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction with respect to Plaintiff's Released Claims and the PAGA Released Claims. This section provides as follows:

> 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.

iv. Thus, subject to and in accordance with the provisions of this Settlement Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims and the PAGA Released Claims, she shall be, upon the Effective Date, deemed to have and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all of Plaintiff's Released Claims and the PAGA Released Claims. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

10. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with, and indeed has consulted with, her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

11. No Press Releases. No Party or their counsel shall issue a press release or otherwise notify the media about the terms of this Settlement Agreement or the Case, nor advertise or market any of the terms of this Settlement Agreement or the Action through written, recorded or electronic communication. The Parties and their counsel further agree that, if contacted regarding this case, they will state only that the lawsuit exists and has been resolved. This provision is not intended to, and does not limit, Plaintiff's Counsel from notifying the LWDA of the settlement or responding to questions from and providing advice to PAGA Settlement Group Members regarding the settlement after Court approval is granted. This provision also does not preclude the Parties from corresponding with any settlement administrators nor from filing with the Court documents (including this Settlement Agreement) necessary to obtain Court approval pursuant to PAGA.

12. Court Approval of Settlement of Action. Plaintiff's Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Settlement ("Motion for Approval") regarding the resolution of this Case. Along with the Motion for Approval, Plaintiff will submit a proposed Final Order to be agreed upon by the Parties. The Motion and Proposed Final Order shall also be served on the LWDA when filed with the Court. If the Court does not approve the settlement reached at mediation, the Parties agree to work cooperatively together to renegotiate the terms of any settlement within 60 days of the first date the Court fails to approve the settlement. Should Court approval of a settlement still not occur within 60 days after any such renegotiation, then any settlement and agreement is null and void, of no force and effect whatsoever and shall not be referred to or used for any purpose whatsoever and the Parties will be restored to their positions prior to mediation, unless the Parties mutually agree otherwise in writing.

13. Non-Approval of Settlement Agreement. Because settlement of the Action requires Court approval pursuant to California Labor Code section 2699(l)(2), the Settlement Agreement is conditional and contingent upon the Court's approval and entry of the Final Order. If the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, then each of the Parties by and through Counsel, will cooperate with each other and use their best efforts to revise the affected term(s) of the Settlement Agreement. If, however, the Court does not approve the Gross Settlement Amount or otherwise requires substantial modification of the Settlement Agreement as a condition of its approval, either Party shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

14. Waiver of Right to Appeal. Provided that the Court's approval of this Settlement Agreement is consistent with the material terms of this Settlement Agreement, Plaintiff and Defendant hereby waive any and all rights to appeal the approval of the Settlement Agreement, and the Order therefore will become non-appealable at the time it is entered.

IV. ADMINISTRATION OF THE SETTLEMENT

a. Motion for Approval of PAGA Settlement Regarding the Case. After the execution of this Settlement Agreement, Plaintiff shall file a Motion for Approval of the PAGA Settlement regarding the Case and will serve the Motion and this Settlement Agreement on the LWDA consistent with California Labor Code section 2699(l)(2). As part of this, Plaintiff agrees to undertake any efforts necessary for the Court to enter a Final Order of approval. Within ten (10) calendar days of receipt of the Final Order, Plaintiff shall submit a copy of the executed Final Order to the LWDA consistent with California Labor Code section 2699(l)(3).

b. Settlement Administration. A third-party administrator mutually acceptable to all Counsel (the "Settlement Administrator") will administer distribution of the PAGA Payment. Specifically, the Administrator will update addresses for PAGA Settlement Group Members via the USPS National Change of Address database and perform a skip tracing process to determine the best, most recent address prior to distribution of the PAGA Payment; determine Individual PAGA Payment amounts for each PAGA Settlement Group Member; distribute Plaintiff's Counsel's attorneys' fees and costs and Individual PAGA Payments to PAGA Settlement Group Members; re-mail undeliverable Individual PAGA Payment checks; make payment to the LWDA for its 75% share of the PAGA Payment; redirect the funds of uncashed checks for Individual PAGA Payments to the California State Controller's Office's Unclaimed Property Division in the name of the PAGA Settlement Group Member; and perform related tax, accounting, and administration services.

c. Timing of Settlement Payments and Receipt of Contact Information.

i. Within seven (7) calendar days after the Court signs the Final Order approving the Settlement, Defendant will provide to the Settlement Administrator all PAGA Settlement Group Members' names, last known addresses and telephone numbers, Social Security numbers, and number of Covered Pay Periods (collectively, "PAGA Settlement Group Members' Information"). This information will remain confidential and will not be disclosed to anyone, except pursuant to Defendant’s express written authorization or by order of the Court. The Settlement Administrator shall provide to Plaintiff's Counsel the total number of PAGA Settlement Group Members and total number of Covered Pay Periods.

ii. Within two (2) business days after Defendant provides the Settlement Administrator with the PAGA Settlement Group Members' Information, (1) the Settlement Administrator will provide Defendant with wire transfer information and (2) Plaintiff's Counsel will provide the Settlement Administrator with Plaintiff's mailing address and Plaintiff's Counsel's W-9 and wire transfer information for attorneys' fees and litigation costs.

iii. Defendant will transfer the Gross Settlement Amount to the Settlement Administrator via wire transfer by the Funding Deadline.

iv. Within ten (10) calendar days after Defendant has fully funded the Gross Settlement Amount, the Settlement Administrator shall distribute from the Gross Settlement Amount: (1) Plaintiff's Counsel's attorney's fees and costs via wire transfer, (2) Plaintiff's Individual Payment via paper check via regular First-Class U.S. Mail, and (3) the Settlement Administrator's costs.

v. Within ten (10) calendar days after Defendant has fully funded the Gross Settlement Amount, the Settlement Administrator shall distribute from the Net Settlement Amount: (1) the LWDA Payment and (2) Settlement Shares.

d. Distribution of Settlement Shares.

i. The Settlement Administrator will issue to each PAGA Settlement Group Member at their last known address a check for their Individual PAGA Payment, along with the explanatory letter (the Parties have agreed on the form of the letter, attached as Exhibit B).

ii. Checks will remain negotiable for one hundred and eighty (180) days. Any checks returned as non-deliverable on or ten (10) calendar days before the check cashing deadline 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 promptly attempt to determine the correct address using a skip-trace, or similar search using the name, address, or Social Security number of the PAGA Settlement Group Member, and will then perform a single re-mailing.

iii. The Settlement Administrator shall mail a check-cashing reminder postcard to those PAGA Settlement Group Members who have not negotiated their Individual PAGA Payment checks thirty (30) days prior to the check expiration date.

iv. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than 180 days after issuance shall be tendered to the California State Controller's Office's Unclaimed Property Division in the name of the PAGA Settlement Group Member.

e. Accounting. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid.

f. No Tax Representations. The Parties agree that all tax obligations, if any, which may arise from the payments set forth above shall be the sole obligation of Plaintiff and/or PAGA Settlement Group Members. Plaintiff acknowledges that Plaintiff's Counsel and Defendant do not make representations or warranties with respect to any tax consequences or characterization of the nature of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Stay of Case.** The Parties agree to stay the Case, except to the extent necessary to complete, finalize and implement this Settlement Agreement.

2. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. **Costs and Fees.** Except as otherwise agreed herein, the Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Case.

5. **Authority.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Settlement Agreement, including each and every PAGA Settlement Group Member (which includes any legal heirs and/or successors-in-interest of each and every PAGA Settlement Group Member) and the LWDA.

6. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in this Court.

7. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Case. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in interest.

8. **Nullification of Settlement Agreement.** In the event that the Settlement Agreement does not become final as provided herein for any reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, the Parties will be returned to their original respective positions.

9. **Continuing Jurisdiction.** Following the Judgment and the Court's Order dismissing the Case, the Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6, over this action and the Parties and PAGA Settlement Group Members, to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of this Settlement Agreement.

10. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

11. **Execution and Counterparts.** This Settlement Agreement requires execution by all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. **Acknowledgement that the Settlement Is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Case, acknowledging that the Court "may award a lesser amount than the maximum civil penalty amount specified by" PAGA "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal Lab. Code § 2699(e)(2). The Parties have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further 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 Settlement Agreement.

13. **Invalidity of Any Provision and Severability.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable. Should any portion, word, clause, phrase, sentence, or paragraph of this Settlement Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

15. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, that this Settlement Agreement has been executed with the consent and advice of counsel, and this Settlement Agreement has been reviewed in full. The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

16. **Cooperation, Execution of Necessary Documents and Disputes.** The Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement Agreement and receive approval from the Court. The Court will retain continuing jurisdiction as to the implementation of the Settlement Agreement, interpretation of the Settlement Agreement, the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement.

17. **Entire Integrated Agreement.** This Settlement Agreement constitutes the entire integrated agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement that relate to the subject matter of this Settlement Agreement. This

Settlement Agreement may not be modified except in a written document signed by Plaintiff and Defendant.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms. The Parties further agree that, as of the date of the Final Order, Plaintiff, all other PAGA Settlement Group Members, the LWDA, and Defendant shall be bound by this Settlement Agreement

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

AGREED TO AND APPROVED BY:

CAVU EXPERIENCES (AMER) LLC

DATED: 2\2\26

By: ____________________
Nick Woods, ~~CAVU MD~~

DONNA JONES

DATED: Jan 14, 2026

____
Plaintiff

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: Jan. 8, 2026

By: Baruch Kreiman
Baruch Kreiman
Attorney for Plaintiff

SQUIRE PATTON BOGGS (US) LLP

DATED: 2/2/2026

By: ____________________
Eric W. Witt
Attorney for Defendant

Settlement Agreement may not be modified except in a written document signed by Plaintiff and Defendant.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms. The Parties further agree that, as of the date of the Final Order, Plaintiff, all other PAGA Settlement Group Members, the LWDA, and Defendant shall be bound by this Settlement Agreement

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

AGREED TO AND APPROVED BY:

CAVU EXPERIENCES (AMER) LLC

DATED: ____________________ By: ____________________________________

____

DONNA JONES

DATED: Jan 14, 2026

Donna Jones (Jan 14, 2026 15:29:04 PST)

Plaintiff

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: Jan. 8, 2026 By: Baruch Kreiman

Baruch Kreiman
Attorney for Plaintiff

SQUIRE PATTON BOGGS (US) LLP

DATED: ____________________ By: ____________________________________

Eric W. Witt
Attorney for Defendant

AMERICAS 1106259740 v1 - Jones v CAVU Long Form Settlement (Draft)(1106210754.1) - final for signatures

Final Audit Report 2026-01-14

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