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Attorneys for Defendant
COULSON AVIATION (USA), INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

GEORGE ALEXANDER KING,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

COULSON AVIATION (USA), INC., and
DOES 1 through 10, inclusive,

Defendants.

Case No. 2024CUOE024475

ASSIGNED FOR ALL PURPOSES TO THE
HON. MAUREEN M. HOUSKA; DEPT. 20

**JOINT STIPULATION OF CLASS AND
PAGA SETTLEMENT AND RELEASE**

Complaint Filed: May 7, 2024
FAC Filed: August 1, 2024
Trial Date: None

1 This Joint Stipulation of Class Action and PAGA Settlement and Release is entered into
2 between Plaintiff George Alexander King (“Plaintiff”) and Defendant Coulson Aviation (USA), Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or separately
4 as “Party.”

5 **DEFINITIONS**

6 1. **Action.** The “Action” means the class action complaint and charge, including
7 the lawsuit entitled, *George Alexander King v. Coulson Aviation (USA), Inc., et al.*, Ventura County
8 Superior Case No. 2024CUOE024475.

9 2. **Agreement.** “Agreement” shall refer to the instant Class Action and PAGA
10 Settlement Agreement and Stipulation.

11 3. **Class Counsel.** “Class Counsel” shall mean Kane Moon, Allen Feghali and
12 Hyunjin Kim of Moon Law Group, PC and/or any successor(s) thereof.

13 4. **Class Members, the Class.** “Class Members” shall mean all current or former
14 hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of
15 California at any time during the Class Period.

16 5. **Class Notice.** “Class Notice” means the document mutually agreed upon by the
17 Parties and approved by the Court to be sent to the Class and PAGA Members in English and Spanish
18 following preliminary approval that includes the scope of release language for Settled Claims and
19 Settled PAGA Claims, notifies Class Members and PAGA Members of the Settlement, explains the
20 Settlement and Class Members’ options, including how Class Members may opt out or object to the
21 Settlement, and explains the facts and methods based on which the Class Member’s and PAGA
22 Members’ estimated settlement payments are calculated, substantially in the form attached hereto as
23 “Exhibit A”.

24 6. **Class Period.** “Class Period” means the period of time beginning on May 5,
25 2020 through March 17, 2025.

26 7. **The Court.** The “Court” refers to the Ventura County Superior Court or other
27 court or courts that will approve the Action, whether individually or together.

1 8. Day. “Day” or “days” refers to a calendar day(s) unless otherwise stated. If any
2 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
3 on the next business day.

4 9. Defendant. “Defendant” means Coulson Aviation (USA), Inc.

5 10. Effective Date. “Effective Date” of this Agreement means the first business
6 day following the last of the following occurrences: (i) if no Class Member timely and properly
7 intervenes, files a timely motion to vacate the Judgment under, or objects or otherwise challenges the
8 Settlement, then the date the Court enters an Order Granting Final Approval of the Settlement; (ii) if
9 a Class Member timely intervenes or files a timely motion to vacate the judgment or objects or
10 otherwise challenges the Settlement, then sixty-one (61) days following the date the Court enters an
11 Order Granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely
12 intervenes or files a motion to vacate the Judgment, or objects or otherwise challenges the Settlement,
13 and files a timely appeal, then the date of final resolution of that appeal (including any requests for
14 rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval of the
15 Settlement in its entirety, with no further challenge to the Settlement being possible. Defendant shall
16 deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule
17 explained in paragraph 68 of this Agreement. In the event an appeal, writ, motion challenging the
18 judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed
19 until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be
20 returned if the Agreement is not finally and completely approved in all respects.

21 11. Exclusion Period. The “Exclusion Period” means the time period commencing
22 on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60)
23 days later on the deadline to submit an Opt Out Request or Objection.

24 12. Final Judgment. “Final Judgment” means the judgment entered and filed by
25 the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues
26 raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members
27 from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the
28 Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral

1 estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties;
2 and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement
3 (approved Class Counsel's attorneys' fees and costs, Settlement Payments to Class Members and
4 PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final
5 resolution of any and all claims by the Named Plaintiff and all Settlement Class Members as to all
6 Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

7 13. Final Settlement Approval Hearing. "Final Settlement Approval Hearing"
8 means the hearing at which the Court shall consider the motion for final approval of this Settlement
9 and determine whether to fully and finally approve the fairness and reasonableness of this Settlement
10 and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement
11 Class Members from asserting Settled Claims against Released Parties and all PAGA Members from
12 pursuing Settled PAGA Claims against Released Parties.

13 14. Funding Payments. "Funding Payments" means the payment(s) remitted to the
14 Settlement Administrator ("SA") by Defendant following Final Judgment and the Effective Date in
15 full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the
16 GSA and all applicable employer's side taxes, which, as set forth herein, shall satisfy all outstanding
17 and awarded Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class
18 Counsel, the Named Plaintiff's enhancement awards as awarded by the Court, outstanding payments
19 to the SA as approved by the Court for settlement administration costs, and the payment to the Labor
20 Workforce Development Agency (or "LWDA"), minus any amounts already paid under the
21 Agreement.

22 15. Gross Settlement Amount or GSA. "Gross Settlement Amount" or "GSA"
23 means a maximum total payment of \$190,000.00, payable by Defendant under this Agreement. GSA
24 does not include Plaintiff's Individual Payment, as described in Paragraph 50.

25 16. Last Known Address. "Last Known Address" means the most recently
26 recorded mailing address for a Class Member and/or PAGA Member contained in Defendant's
27 records.

17. Named Plaintiff. “Named Plaintiff” individually and collectively means George Alexander King.

18. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the amounts deducted pursuant to paragraphs 50a through 50e of this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement award to the Named Plaintiff, the payment to the LWDA to resolve claims under the PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement.

19. Objection. “Objection” means both a written or oral objection to this Settlement made by the Class Member through the procedure specified in paragraph 58.

20. Opt Out Request. “Opt Out Request” must (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. (See paragraph 57.d and see **Exhibit “B”**)

21. Order of Final Approval or Order Granting Final Approval of Settlement. “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval” means the order issued in conjunction with the entry of the Final Judgment to be submitted by the Named Plaintiff together with the Motion for Final Approval of the Settlement for entry and filing by the Court as specified in this Settlement.

22. Parties. “Parties” shall mean Named Plaintiff, individually on behalf of himself and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce Development Agency (“LWDA”), and Defendant.

23. PAGA Class Period. “PAGA Class Period” shall mean May 5, 2023 through March 17, 2025.

24. PAGA Member. “PAGA Members” means all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during PAGA Class Period.

1 25. PAGA Payment and PAGA Allocation. Of the Total Settlement Amount,
2 \$20,000.00 shall be paid for the PAGA claims (“PAGA Allocation”). “Individual PAGA Payment”
3 is the \$5,000.00 (*i.e.*, the remainder after subtracting the \$15,000.00 allocated to the LWDA from the
4 \$20,000.00 total amount allocated to the PAGA settlement) divided by the total number of PAGA
5 Workweeks Worked credited to all PAGA Members. Each PAGA Member’s Individual PAGA
6 Payment is equal to the PAGA Workweek Rate multiplied by his or her individual PAGA Workweeks
7 Worked pursuant to the records of Defendant.

8 26. PAGA Workweeks Worked. “PAGA Workweek Worked” means the number
9 of workweeks credited to a PAGA Member during the PAGA Period (for the Settled PAGA Claims),
10 as determined by Defendant’s records and as only subject to revision pursuant to this Agreement.

11 27. Parties. “Parties” shall mean Named Plaintiff, individually on behalf of himself
12 and on behalf of all Class Members and PAGA Members and interests of the LWDA, and Defendant.

13 28. Preliminary Approval Order. “Preliminary Approval Order” is the Order
14 entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement,
15 including approval of the Parties’ Agreement that specifies the content of notice and manner in which
16 notice will be provided to the Class and responded to by the Class.

17 29. Released Parties. “Released Parties” means Defendant and its respective
18 present and former parents, owners, subsidiaries, a related persons or entities and each of
19 their respective officers, directors, employees, partners, shareholders, attorneys and agents
20 and any other successors, assigns, or legal representatives and any individuals or entities working
21 in concert with the foregoing.

22 30. Settlement. “Settlement” shall refer to the agreement of the Parties to settle the
23 claims as set forth and embodied in this Agreement.

24 31. Settlement Administrator. “Settlement Administrator” or “SA” shall mean
25 ILYM Group, Inc. or such other neutral administrator as chosen by the Parties and approved by the
26 Court (see paragraph 55a).

27 32. Settled Class Claims. “Settled Class Claims” means the claims released by all
28 Settlement Class Members, on behalf of themselves and their respective former and present

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns, all claims, allegations
2 and assertions that were alleged, or reasonably could have been alleged, based on the facts, allegations,
3 assertions and claims in the Operative Complaint and ascertained in the course of the Action by
4 including, (a)-(b) any and all claims involving any alleged failure to pay minimum wages, contract
5 wages, overtime, or other amounts of wages for failing to “compensate Plaintiff and Class Members
6 for all wages earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage
7 Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest
8 periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide
9 meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197;
10 IWC Wage Order No. 1-2001, § 11); (e) Failure to provide accurate, itemized wage statements (see
11 Labor Code § 226(a)); (f) failure to pay wages due to discharged and quitting employees (see Labor
12 Code §§ 201-203); (g) Failure to pay wages during employment (Labor Code §204); (h) Failure to
13 reimburse reasonable business expenses (see Labor Code § 2802); (i) Unfair business practices (see
14 Bus. and Prof. Code § 17200, *et seq.*) “Settled Class Claims” do not include any other claims, including
15 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
16 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
17 occurring outside the Class Period.

18 33. Settled PAGA Claims. "Settled PAGA Claims" means any and all claims by
19 all PAGA Members and the LWDA and interests held by the state of California, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns for all claims for PAGA penalties that were alleged, or
22 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint
23 and the PAGA Notice, including Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194,
24 1197, 2802, and: (a)-(b) any and all claims involving any alleged failure to pay minimum wage,
25 contract wages, overtime, or other amounts of wages for failing to compensate PAGA Members for
26 all wages earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage
27 Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest
28 periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide

1 meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197;
2 IWC Wage Order No. 1-2001, § 11); (e) Failure to pay wages during employment (Labor Code §204);
3 (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (g) Failure to
4 reimburse reasonable business expenses (see Labor Code § 2802); (h) Failure to pay wages due to
5 discharged and quitting employees (see Labor Code §§ 201-203).

6 34. Settlement Class/Settlement Class Member(s). “Settlement Class Member”
7 means all Class Members other than those who have timely and validly submitted Opt Out Requests
8 and thereby excluded themselves from releasing Settled Claims from the Settlement.

9 35. Individual Class Payment. “Individual Class Payment” means a payment
10 pursuant to a Settlement Class Member’s pro rata allocation of the NSA as specified in paragraph 500.

11 36. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution
12 Deadline” means a date that is fourteen (14) days after the Funding Payment has been made by
13 Defendant to the SA based on the schedule explained in paragraph 61 of this Agreement.

14 37. Updated Address. “Updated Address” means a mailing address that was
15 updated by a reasonable address verification measure of the SA or by an updated mailing address
16 provided by the United States Postal Service for a Class Member or PAGA Member.

17 38. Workweek Rate. “Workweek Rate” for the Settled Class Claims shall mean the
18 amount yielded from dividing the Net Settlement Amount by the total of all Workweeks Worked
19 credited to all Settlement Class Members during the Class Period. Each Settlement Class Member’s
20 settlement payment is equal to his or her individual Workweeks Worked during the Class Period and
21 as weighed by job title(s) worked by him or her and multiplied by the Workweek Rate. Therefore, the
22 amount of each Settlement Class Member’s Individual Settlement Payment is tied to the number of
23 Workweeks Worked that each Settlement Class Member worked for Defendant in the State of
24 California in comparison to all Workweeks Worked by all Settlement Class Members in the State of
25 California during the Class Period. Similarly, for the Settled PAGA Claims, “PAGA Workweek
26 Rate” shall mean the amount yielded from dividing the PAGA Allocation by the total of all
27 Workweeks Worked credited to all PAGA Members during the PAGA Settlement Period.

39. Workweeks Worked. A “Workweek Worked” means the number of calendar workweeks credited to a Class Member during the Class Period, as determined by Defendant’s records and as only subject to revision pursuant to this Agreement.

RECITALS

40. On May 7, 2024, Plaintiff George Alexander King commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Required Meal Periods; (4) Failure to Authorize Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair and Unlawful Business Practices. On August 1, 2024, a First Amended Complaint (“FAC”) was filed, adding an additional cause of action for penalties under the PAGA. The FAC is the Operative Complaint in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

41. Named Plaintiff submitted the LWDA letter on May 5, 2024, alleging PAGA claims under the same Labor Code violations as the complaint.

42. Defendant filed an Answer to the operative complaint and denied all allegations and claims asserted therein. Defendant denies that they engaged in any misconduct in connection with their wage-and-hour practices and that they have any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendant further contends that they have complied at all times with both federal and state wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiff and the Class and PAGA Members.

43. Defendant and Class Counsel, on behalf of Named Plaintiff and the Class and aggrieved employees, attended mediation with Tripper Ortman on March 17, 2025. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties

1 agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member
2 and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

3 44. Class Counsel is of the opinion that this Settlement is fair, reasonable, and
4 adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light
5 of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of
6 significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof
7 necessary to establish liability, defenses asserted to the merits, including but not limited to the
8 affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class
9 claims and PAGA claims, including class certification, the difficulties in establishing damages and
10 penalties, and the numerous potential appellate issues. While Defendant specifically denies any
11 liability or wrongdoing in the Action, Defendant has agreed to enter into this Settlement to avoid the
12 cost and business disruption associated with defending the Action. Defendant has claimed and
13 continue to claim that the Settled Class Claims and Settled PAGA Claims have no merit and do not
14 give rise to liability. This Agreement is a compromise of disputed claims. This Agreement, made and
15 entered into by and between the Named Plaintiff (on behalf of themselves and on behalf of the Class
16 Members and PAGA Members and interests of the LWDA) and Defendant, each with the assistance
17 of their respective counsel or attorneys of record, is intended to fully, finally, and forever settle,
18 compromise and discharge the Settled Claims and Settled PAGA Claims against the Released Parties,
19 subject to the terms and conditions set forth herein.

20 45. Because the Class Case is pled as a class action, this Settlement must receive
21 preliminary and final approval by the Court. Because the PAGA Case is pled as a PAGA action, this
22 Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on
23 a conditional basis.

24 **TERMS AND CONDITIONS OF SETTLEMENT**

25 NOW THEREFORE, in consideration of the recitals listed above and the promises and
26 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
27 the consideration and undertakings set forth herein, the Named Plaintiff, individually on behalf of
28 themselves and on behalf of the Class Members and PAGA Members and LWDA interests, on the one

1 hand, and Defendant, on the other hand, agree that the Action shall be, and is finally and fully
2 compromised and settled on the following terms and conditions.

3 46. Non-Admission of Liability. The Parties enter into this Agreement to resolve
4 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
5 litigation. In entering into this Agreement, Defendant does not admit, and specifically deny, that they
6 have: violated any federal, state, or local law; violated any regulations or guidelines promulgated
7 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
8 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
9 any other unlawful conduct with respect to its employees or any other person or entity. Neither this
10 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or
11 proceedings, payouts or other events associated with it, shall be construed as an admission or
12 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by
13 Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret or
14 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
15 or received as evidence in any action or proceeding to establish any liability or admission on the part
16 of Defendant or to establish the existence of any condition constituting a violation of, or
17 noncompliance with, federal, state, local or other applicable law. In addition, as set forth in paragraph
18 68, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this
19 Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive,
20 and instead expressly reserve, their respective rights to prosecute and defend this Action as if this
21 Agreement never existed in the event the Settlement is not fully and finally approved as set forth
22 herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is
23 reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the
24 Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be
25 admissible in connection with, further proceedings in this Action, except that the Court may award
26 less than the amounts listed in paragraph 501a through 50e without impacting the validity and
27 enforceability of this Agreement and the Parties will be returned to their respective positions prior to
28 entering this Agreement.

1 47. Stipulation for Class Certification. The Parties stipulate to the certification of
2 this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not
3 become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall
4 have no bearing on, and shall not be admissible in connection with, whether class certification would
5 be appropriate in any other context in this Action.

6 48. Release of Settled Class Claims. As of the day the Defendant fully funds the
7 Gross Settlement Amount and all applicable employer-side taxes, Named Plaintiff and all Settlement
8 Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled,
9 compromised, relinquished and discharged any and all Settled Class Claims against any and all
10 Released Parties. The Settlement includes a release of all Settled Class Claims during the Class Period
11 by Settlement Class Members employed at any time during the Class Period.

12 a. The Parties agree for settlement purposes only that, because the Class
13 Members are so numerous, it is impossible or impracticable to have each Class Member execute this
14 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the
15 release and such notice shall have the same force and effect as if the Agreement were executed by
16 each Class Member.

17 b. Named Plaintiff and Class Counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
20 of action, or rights herein released and discharged, except as set forth herein.

21 c. The Parties agree that this is a settlement of disputed claims not
22 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

23 49. Release of Settled PAGA Claims. As of the day the Defendant fully funds the
24 Gross Settlement Amount and all applicable employer-side taxes, Named Plaintiff and all PAGA
25 Members hereby do and shall be deemed to have fully, finally, and forever released, settled,
26 compromised, relinquished and discharged any and all of the Released Parties of and from any and all
27 Settled PAGA Claims. The Settlement includes a release of all Settled PAGA Claims during the
28 PAGA Class Period by PAGA Members employed at any time during the PAGA Period.

1 50. Plaintiff's Releases of Claims. In addition to the foregoing release, Plaintiff
2 shall separately execute a general release of all claims (the "Individual Settlement Agreement").

3 51. Settlement Payments and Calculation of Claims. Subject to final Court
4 approval and the conditions specified in this Agreement, and in consideration of the mutual covenants
5 and promises set forth herein, Defendant agrees to make a payment or payments as set forth herein
6 totaling an amount of, but not to exceed, \$190,000.00 (the "GSA"). The GSA shall fully satisfy
7 Defendant's obligations for any and all payments, fees and costs identified in the Agreement,
8 including, but not limited to, any payments to be made to the Named Plaintiff, Settlement Class
9 Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation
10 expenses and costs, and settlement administration costs. Other than employer-side payroll taxes, and
11 subject to paragraph 51(g), in no event shall Defendant be required to pay any amounts above the GSA
12 under this Settlement and this Agreement. None of the Gross Settlement Amount will revert to
13 Defendant. The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

14 a. Attorneys' Fees. Class Counsel will apply to the Court for an award of
15 attorneys' fees of no more than 1/3 of the GSA or \$63,333.33. The attorneys' fees shall come from
16 and be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such
17 application.

18 b. Attorneys' Costs. Named Plaintiff and Class Counsel shall request
19 approval of payment of up to but not to exceed \$25,000.00 in attorneys' costs, including any litigation
20 costs, which will be deducted from the GSA and paid out as set forth herein. Defendant will not
21 oppose such application. Attorneys' fees as specified in the preceding paragraph and costs as specified
22 in this paragraph shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other
23 amounts payable or awardable against Defendant for Class Counsel's work, effort or involvement in
24 the Actions and in carrying out the Agreement and includes any and all work, effort or involvement
25 to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable
26 to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum
27 or proceeding. These specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees
28

1 and costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees
2 and costs in connection with the Actions.

3 c. Administration Fees and Costs. Class Counsel will also apply to the
4 Court for approval of Settlement Administration costs in an amount estimated to be up to \$10,000.00,
5 which will be deducted from the GSA. Defendant will not oppose such application. Class Counsel
6 will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiff's
7 motions for preliminary and Final Approval of the Settlement.

8 d. Named Plaintiff's Enhancement and General Release Payment. Class
9 Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed
10 \$7,500.00 to be paid to the Named Plaintiff, which shall be deemed consideration for assuming the
11 risks associated with this litigation (including for assuming the risks in the Cass/PAGA case).
12 Defendant will not oppose such applications. The enhancement awards are included in, and shall be
13 deducted from the GSA.

14 e. PAGA Allocation and Payments. Pursuant to California Labor Code
15 Section 2698, *et seq.*, the Parties designate \$20,000.00 of the GSA to resolve any PAGA claims
16 (including payment for Named Plaintiff's claims on their own behalf and on behalf of all PAGA
17 Members for penalties under the PAGA and payment to the LWDA).

18 i. Defendant shall pay seventy five percent (75%) of that amount,
19 or \$15,000.00, to the LWDA and the remainder to PAGA Members. In the event the LWDA refuses
20 to accept the above amount in full for all civil penalties to PAGA Members in connection with the
21 civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise
22 challenges the above allocation or the Settlement, the parties shall work in good faith to revise the
23 allocation so that it is accepted.

24 ii. The remaining \$5,000.00 shall be paid to PAGA Members by
25 multiplying the PAGA Workweek Rate by each individual PAGA Member's PAGA Workweeks
26 Worked.

27 f. NSA. The NSA will be the amount remaining after deducting the
28 amounts specified in paragraphs 50a through 50e¹⁴ above.

1 g. Increase of Workweeks/Class Members: Defendant estimates that there
2 are approximately 5,230 workweeks (2,941 pay periods) worked by the Settlement Class Members
3 through the mediation date (March 17, 2025). Should the actual number of workweeks for Settlement
4 Class Members exceed 5,230 by more than ten percent (10%), then the GSA shall be increased on a
5 *pro rata* basis at for workweeks above the 10% cushion. For example, if the Settlement Class Member
6 workweeks exceed 5,230 by 16%, Defendant shall owe an additional amount equal to 6% of the GSA.

7 h. Individual Class Payments to Settlement Class Members. Only the
8 following individuals will receive Settlement Payments under the Net Settlement Amount: (1) the
9 Named Plaintiff and (2) Settlement Class Members. Individual Class Payments will be calculated as
10 follows:

11 i. The NSA will be divided by the total Workweeks Worked by all
12 Settlement Class Members during the Class Period as reflected in Defendant's records. All Settlement
13 Class Members shall be paid an amount equal to their individual Workweeks Worked during the Class
14 Period, multiplied by the Workweek Rate. Workweeks Worked shall be determined by the SA based
15 on data to be provided by Defendant, as may be modified by the resolution of any challenges.

16 ii. The Parties agree that under no circumstances shall Defendant
17 be obligated to pay any amount under this Agreement to any Class Member other than Settlement
18 Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendant
19 be obligated to pay more than the GSA, except for the separate payment of employer-side taxes and
20 Paragraph 51(g), as provided above.

21 iii. The Parties acknowledge and agree that the formula used to
22 calculate Workweeks Worked, Individual Settlement Payments, PAGA Workweeks Worked and the
23 Individual PAGA Payments does not imply that all of the elements of damages covered by the release
24 are not taken into account. The above formulas were devised as practical and logistical tools to
25 simplify the payment process.

26 52. No Credit Toward Benefit Plans. The Individual Class Payments made to
27 Settlement Class Members and PAGA Payments made to PAGA Members under this Agreement shall
28 not be utilized to calculate any additional benefits under any benefit plans to which any Settlement

1 Class Members or PAGA Members may be eligible, including, but not limited to: profit-sharing plans,
2 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
3 other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights,
4 contributions, or amounts to which any Settlement Class Members, and PAGA Members may be
5 entitled under any benefit plans.

6 53. Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a
7 net amount after applicable employee state and federal tax withholdings, including payroll taxes, if
8 any, have been deducted.

9 a. The Parties agree that 20% will be allocated to wages and W-2s shall be
10 issued. 40% of the amount distributed to each Settlement Class Member will be considered penalties,
11 and 40% shall be allocated to interest, and any other non-wage related amount, if any, will be reported
12 as such to each Settlement Class Member on an IRS Form 1099. The PAGA Payments to PAGA
13 Members will be designated as payments for alleged penalties and other non-wage amounts.

14 b. The SA shall calculate, withhold from the Settlement Payments, and
15 remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement
16 Class Members for applicable employee taxes. The SA will issue appropriate tax forms, if required,
17 to each such Settlement Class Member consistent with the foregoing breakdown. The SA shall also
18 calculate and obtain from Defendant and remit to applicable governmental agencies sufficient
19 amounts, if any, as may be owed by employers for the wage portion of the Settlement Payments.

20 c. All Parties represent that they have not received, and shall not rely on,
21 advice or representations from other parties or their agents, including Class Members and PAGA
22 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,
23 Defendant makes no representations regarding the taxability of the Settlement Payments and PAGA
24 Payments.

25 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs
26 awarded by the Court pursuant to Paragraph 50. Except as provided in Paragraph 51, each Party shall
27 bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or
28 settlement of the Actions. Class Counsel agrees that any allocation of fees between or among each of

1 the Class Counsel or among the Class Counsel and any other attorney that may be representing Named
2 Plaintiff or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this
3 Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement
4 other than the acknowledging party, an “other party”) acknowledges and agrees that no provision of
5 this Agreement, and no written or oral communication or disclosure or other representation by
6 Defendant and/or Released Parties is or was intended to be, nor shall be construed or be relied upon
7 as, tax advice, and Named Plaintiff, Class Members and PAGA Members shall not rely on Defendant
8 and/or Released Parties for any tax advice with respect to the Settlement of this Actions.

9 e. The Named Plaintiff will be issued IRS Form 1099s for any
10 enhancement awards approved by the Court pursuant to Paragraph 50. The enhancement awards
11 payable to the Named Plaintiff shall be in addition to the Individual Class Payment and PAGA
12 Payments that they, as applicable, will receive.

13 54. Preliminary Approval of Settlement. Named Plaintiff shall file a motion in the
14 Actions and take all other action to request that the Court enter the Preliminary Approval Order based
15 on an agreed-upon Settlement schedule, subject to Court approval:

16 a. Seeking class certification on the terms set forth in this Agreement
17 solely for purposes of class settlement;

18 b. Preliminarily approving the proposed Settlement and this Agreement,
19 including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiff, PAGA
20 Members, the SA, and the LWDA;

21 c. Preliminarily approving the appointment of the Named Plaintiff as
22 representative of the Class for settlement purposes, if not otherwise accomplished by class
23 certification;

24 d. Preliminarily approving the appointment of counsel for Named Plaintiff
25 as Class Counsel;

26 e. Appointing and approving a SA as chosen by the Parties and approved
27 by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA
28 Payment procedures required by this Agreement;

- 1 f. Approving the form of the Class Notice mutually agreed by the Parties;
- 2 g. Scheduling the Final Settlement Approval Hearing for consideration of
- 3 Final Approval of this Agreement;
- 4 h. Requiring that any Class Members who object to the Settlement
- 5 Agreement to submit any objection to the SA postmarked by the end of the Exclusion Period, or appear
- 6 in person or by other Court approved means at the Final Approval Hearing, and that the Parties be
- 7 given an opportunity to file written responses to any objection(s) with the Court;
- 8 i. Approving the procedure for Class Members to submit Opt Out
- 9 Requests, and setting a date after which no Class Members shall be allowed to submit Opt Out
- 10 Requests; and
- 11 j. Approving the procedure for Settlement Class Members to object to the
- 12 Settlement.

13 Defendant shall not oppose Class Counsel's motions for preliminary approval and Final

14 Approval of the Settlement so long as the motions and supporting papers are consistent with the terms

15 of this Agreement. Class Counsel shall provide Defendant with an opportunity of 5 days to review,

16 and provide comments on the motions for preliminary and Final Approval of the Settlement before

17 the motion and supporting papers are filed with the Court. The Parties will meet and confer and agree

18 upon the wording of the settlement packages to be sent to Class Members, as well as the proposed

19 orders for preliminary and Final Approval before filing. Failure of the Court to grant the Preliminary

20 Approval Order will be grounds for the Parties to terminate the Settlement and the terms of the

21 Agreement, except that the Parties must work in good faith to comply with any changes to the

22 Settlement proposed by the Court to the extent the changes are acceptable by both Parties, and the

23 Court may award less than the amounts listed in paragraph subparts 50a through 50d without impacting

24 the validity and enforceability of this Agreement.

25 55. Notice Procedure.

26 a. Settlement Administrator. The Parties will select ILYM Group, Inc. or

27 a mutually agreeable third-party Settlement Administrator (or "SA") to distribute the Class Notice,

28 manage all payments to be made under this Agreement, and handle the tax reporting and field

1 questions with a hotline. The SA (along with any of its agents) shall represent and warrant that it will:
2 (a) provide reasonable and appropriate administrative, physical and technical safeguards for any
3 personally identifiable information (“PII”), which it receives from Defendant; (b) not disclose the PII
4 to Class Counsel, Named Plaintiff, any party or third parties, including agents or subcontractors,
5 without Defendant’s consent; (c) not disclose or otherwise use the PII other than to carry out its duties
6 as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access,
7 use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of
8 its services.

9 b. Class Member Data. Within thirty (30) days after granting of the
10 Preliminary Approval, Defendant shall provide to the SA a list of Class Members and PAGA Members
11 that identifies for each Class Member/PAGA Member, his/her Social Security number, last-known
12 address, Class Workweeks Worked, and PAGA Workweeks Worked. Defendant agrees to consult
13 with the SA as required to provide the list in a format reasonably acceptable for the duties of the SA.
14 The SA will keep the list confidential, use it only for the purposes described herein, take adequate
15 safeguards to protect confidential or private information and return or certify the destruction of the
16 information upon completion of the Settlement Administration process.

17 56. Class Notice. The SA will send to each Class Member and PAGA Members
18 by First-Class U.S. Mail the Class Notice, which includes information on how Class Members may
19 opt out of, or Object, to the Settlement, and a procedure by which a Class Member may challenge the
20 number of Workweeks Worked identified on his/her Class Notice. The Named Plaintiff will seek
21 approval of language in the Class Notice in the motion for preliminary approval and will seek
22 permission for the Parties in conjunction with the SA to be able to correct immaterial errors on these
23 forms or other mailed materials without approval from the Court, provided the changes do not alter
24 the preliminary approval by the Court.

25 a. Settlement Administrator Duties. Prior to mailing the Class Notice, the
26 SA will update the addresses for the Class Members and PAGA Members using the National Change
27 of Address database and other available resources deemed suitable by the SA. To the extent this
28 process yields a different address from the one⁹ supplied by Defendant (“Updated Address”), that

Updated Address shall replace the address supplied by Defendant (“Last Known Address”) and be treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings in particular. The Settlement Administrator shall be permitted to provide notices and communicate to the Class and PAGA Members in a format and statement to be provided to the Court, which Named Plaintiff will submit in conjunction with the motion for preliminary approval and/or motion for Final Approval.

b. Notice Procedure. Within seven (7) days after receipt of the above information from Defendant, the SA shall send the Class Notice to each Class Member’s and PAGA Member’s Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

c. Exclusion Period. Class Members will have sixty (60) days from the postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt Out Requests (**see Exhibit B**), with proof of date of submission to be the postmark date of the completed Opt Out Request. Class Members will also have sixty (60) days to submit a written objection to the Settlement with the SA that sets forth the basis of the objection pursuant to paragraph 58, which the SA shall submit to the Parties within 10 days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

d. SA Follow-up efforts.

i. The SA shall re-mail by First-Class U.S. mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an updated address to the SA.

ii. In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendant and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will re-mail the Class Notice by First-Class U.S. mail within 3 business days of receiving any Class Notice returned as undelivered. If no new information is ascertained by means of a skip trace, or if the Class Notice is

1 returned to SA after using an address obtained from a standard skip trace, the SA will immediately
2 perform a manual “in-depth skip trace” to locate a more recent or accurate address. If an Updated
3 Address is identified by this method, the SA will resend the Class Notice to the Updated Address
4 within three (3) days of identifying the Updated Address.

5 iii. The deadlines for Class Members’ written objections,
6 Challenges to Class Workweeks and/or PAGA Workweeks, and Opt-Out Requests will be extended
7 an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members
8 whose notice is re-mailed. The SA will inform the Class Member of the extended deadline with the
9 re-mailed Class Notice.

10 e. Documenting Communications. The SA shall date stamp documents it
11 receives, including Opt Out Requests, Objections and any correspondences and documents from Class
12 Members/PAGA Member.

13 f. Settlement Administrator Declaration. At least fourteen (14) days prior
14 to the filing of the motion for final approval, the SA shall prepare, subject to Class Counsel’s/PAGA
15 Member’s and Defendant’s input and approval, a declaration setting forth the due diligence and proof
16 of mailing of the Class Notices, the results of the SA’s mailings, including skip-tracing and re-mailing
17 efforts, and the Class Members’ and PAGA Member’s responses to those mailing and provide
18 additional information deemed necessary to approve the settlement.

19 g. SA Written Reports. Each week during the Exclusion Period, the SA
20 shall provide the Parties with a report listing the number of Class Members that submitted Opt Out
21 Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will
22 provide a final report listing the number of Class Members who submitted Opt Out Requests or
23 Objections.

24 h. SA Calculations of Settlement Payments. Within seven (7) days after
25 resolving all challenges made by Settlement Class Members, and following the Final Approval Order,
26 the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be
27 made to Settlement Class Members and PAGA Members. After receiving the SA’s report, Class
28 Counsel and Defendant’s counsel shall review the same to determine if the calculation of payments to

1 Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the
2 SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt
3 of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA
4 Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class
5 Counsel and Defendant's Counsel with a final report listing the amount of all payments to be made to
6 each Settlement Class Member from the NSA and listing the amount of all payments to be made to
7 each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide
8 information that is requested and approved by both Parties regarding its duties and other aspects of the
9 Settlement and that is necessary to carry out the terms of the Settlement.

10 57. Requirements for Recovery of Settlement Payments.

11 a. Class Members. No claim form is necessary to participate in the
12 Settlement. Unless a Class Member submits a valid and timely Opt Out Request (as described in
13 paragraphs 20 and 57d and in the form as **Exhibit B**), a Class Member who takes no action will be a
14 Settlement Class Member, bound by the Judgment, and will receive a payment from the NSA. All
15 Class Members except for those who timely and validly opt out of the Settlement shall be bound by
16 the release of Settled Claims in this Agreement. All PAGA Members shall be bound by the release
17 of Settled PAGA Claims in this Agreement. At Defendant's option, checks in payment of amounts
18 due to Settlement Class Members under the Settlement may contain a brief statement of waiver of
19 Settled Claims as part of the endorsement language.

20 b. Late Submissions. The SA shall not accept as valid any Opt Out
21 Request postmarked after the end of the Exclusion Period, absent agreement from both Parties or order
22 of the Court. It shall be presumed that, if an Opt Out Request is not postmarked on or before the last
23 day of the Exclusion Period, the Class Member did not return the Opt Out Request in a timely manner.

24 c. Challenges. Class Members will have the right to challenge the number
25 of Workweeks Worked allocated to them. The following challenge procedure will be established for
26 the Class Member to dispute information on which his/her payment amount is based: Challenges to
27 the number of Workweeks Worked shall be sent directly to the SA at the address indicated on the
28 Class Notice. A Class Member challenging the number of Workweeks Worked identified may also

1 submit documentary evidence in order to prove the number of Workweeks Worked during the Class
2 Period. Defendant shall have the right to respond to the challenge by any Settlement Class Member.
3 No challenge to the number of Workweeks Worked will be accepted unless sent by U.S. mail within
4 the Exclusion Period. The SA will inform Class Counsel and Defendant's Counsel in writing of any
5 timely filed challenges and will determine all such disputes after consulting with the Parties regarding
6 the number of Workweeks Worked. Challenges will be resolved by the SA, who will make a decision
7 based on Defendant's records and any documents or other information presented by the Class Member
8 making the challenge. Subject to Court approval, the SA's determination is final and binding without
9 a right of appeal. The SA will inform the Parties of its final dispositions of all such challenges.

10 d. Opt-Out Procedure. Unless a Class Member timely opts out of the
11 Settlement described in this Agreement (**see Exhibit A**), he/she shall be bound by the terms and
12 conditions of this Agreement, and shall also be bound by the Final Judgment. A Class Member will
13 not be entitled to opt out of the Settlement established by this Agreement unless he or she submits to
14 the SA a request or notice of opting out via U.S. mail postmarked on or before the expiration of the
15 Exclusion Period. The request must be in writing on the Opt Out Request Form and include the Class
16 Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the
17 Settlement. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA
18 Members from the release of Settled PAGA Claims.

19 i. Upon receipt of any Opt Out Request within the Exclusion
20 Period, the SA shall review the request to verify the information contained therein, and confirm that
21 the request complies with the requirements of this Agreement.

22 ii. Any Class Member who fails to submit via U.S. mail a timely,
23 complete and valid Opt Out Request shall be barred from opting out of this Agreement or the
24 Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a
25 request to opt out of the Settlement absent agreement by both Parties.

26 iii. Class Members shall be permitted to rescind in writing their
27 request to opt out by submitting a written rescission statement to the SA within the Exclusion Period.

iv. If more than 10% of the Class Members timely opt out of the Settlement, Defendant shall have the sole and absolute discretion to withdraw from this Agreement within ten (10) days after expiration of the Exclusion Period and written notice from the SA of the final opt out rate. Defendant shall provide written notice of such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement, and the Agreement shall become null and void and have no further force or effect. In the event that Defendant exercises this option, it will be solely responsible for the Settlement Administrator's costs.

58. Objections to Settlement. Any Settlement Class Member may object to the Settlement. Any such objection may be submitted to the SA in writing on or before the close of the Exclusion Period. Any such written Objection shall include: (1) the full name of the Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the Final Approval Hearing. The Parties shall be permitted to file responses to the Objection in addition to any motion for final approval documents. Alternatively, Settlement Class Members may also appear at the Final Approval Hearing to object. Settlement Class Members are not required to submit written objections in order to appear at the Final Approval Hearing. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or appeal from the Order granting final approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

59. Final Fairness Hearing, Final Approval and Final Judgment.

a. Entry of Final Judgment. At the Final Approval Hearing, Named Plaintiff will request, and Defendant will concur in said request, that the Court enter a Final Judgment.

b. Motion. Named Plaintiff will draft and file a motion for final approval and for approval of any attorneys' fees and costs and enhancement award in conformity with any requirements from the Court and will take other action to request the entry of Final Judgment in accordance with this Agreement. The motion for final approval and corresponding paperwork will be subject to input and approval from Defendant, and the proposed judgment finally approving the

1 Settlement shall be subject to the input from and approval by Defendant, provided that Defendant shall
2 have 7 days from receipt to provide such input. Defendant will concur in or not object to said request
3 that the Court enter Final Judgment finally approving this Agreement. In conjunction with the motion
4 for final approval, Class Counsel shall file a declaration from the SA confirming that the Class Notice
5 and related forms were mailed to all Class Members as required by this Agreement, as well as any
6 additional information Class Counsel, with the input and approval of Defendant, deems appropriate to
7 provide to the Court.

8 c. Objections. Before and/or at the Final Fairness Hearing, Named
9 Plaintiff and Defendant, through their counsel of record, may address any written objections from
10 Class Members or any concerns from Class Members who attend the hearing as well as any concerns
11 of the Court.

12 d. Order. Named Plaintiff will also draft and submit a proposed Order of
13 Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to
14 prior review, revision and approval by Defendant. The Parties shall take all reasonable efforts to
15 secure entry of the Order of Final Approval and Final Judgment. If the Court rejects the Agreement,
16 fails to enter the Order of Final Approval, or fails to enter the Final Judgment, even after good faith
17 efforts by the Parties to meet and confer and remedy where agreement can be reached any perceived
18 deficiencies in the Settlement, this Agreement shall be void *ab initio*, and Defendant shall have no
19 obligation to make any payments under the Agreement, except for payments to the SA for services
20 performed up to that time. The Named Plaintiff will submit a proposed Order of Final Approval
21 subject to the review and approval of Defendant that will contain provisions:

22 i. Wherein the Court enters Final Judgment, finding that this
23 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the
24 Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and
25 was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

26 ii. Affirms that each side will bear its own costs and fees (including
27 attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay
28

any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event any amount above the GSA, except for employer-side taxes;

iii. That confirms the certification of the Class for purposes of Settlement;

iv. That finds that the Settlement Administration process as carried out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied the requirements of law and due process;

v. That rejects any Objections to the Settlement;

vi. That approves the settlement of PAGA Claims consistent with the Settlement;

vii. That retains Court jurisdiction after entry of judgment to oversee administration and enforcement of the terms of the Agreement; and

viii. That requires the Parties to carry out the provisions of this Agreement.

60. Post-Final Approval Requirements and Procedures. Following entry of the Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Order of Final Approval and Final Judgment on appeal;

b. The Parties will assist the SA as needed or requested in the process of identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

c. Class Counsel will assist the SA as needed or requested in completing the distribution of any uncashed checks as directed by the Court; and

d. Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

61. Payment of Settlement. Defendant will deposit the Funding Payment into an account established by the SA within 30 days of the Effective Date. In the event an appeal, writ,

1 motion challenging the judgment or other collateral attack is made, the funds shall not be distributed
2 until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its
3 entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge
4 of the entire monetary obligation of Defendant under this Agreement. No Released Party shall have
5 any further monetary obligation or liability to Class Counsel, Named Plaintiff, or Settlement Class
6 Members under this Agreement after receipt by the SA of the Funding Payment.

7 a. The Parties agree that the Funding Payment will qualify as a settlement
8 fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as
9 amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby
10 designated as the “Administrator” of the qualified Settlement funds for purposes of Section 1.468B-
11 2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that
12 settlement fund and any tax-related expenses arising from any income tax returns or other reporting
13 documents that may be required by the Internal Revenue Service or any state or local taxing body will
14 be paid from the Funding Payment by the SA.

15 b. The distribution of Settlement Payments to Settlement Class Members
16 shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to
17 have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.).
18 When the SA receives notice from Settlement Class Members that they have not received such
19 Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to
20 have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not
21 been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery
22 by other reasonable methods requested by such Settlement Class Members, provided that any and all
23 requests for re-mailing shall be actually received and acknowledged by the SA before the 180-day
24 deadline referenced in paragraphs 62 or will be deemed ineffective, and have no effect and the original
25 mailed amount shall be deemed timely distribution of the Settlement Payment. The SA shall mail all
26 Settlement Payments by the Settlement Proceeds Distribution Deadline. To comply with California
27 Rules of Court, rule 3.771, settlement checks shall include the following language on the check: “A
28 Court has approved settlement of the class action and PAGA representative actions and entered

1 judgment for claims asserted in *George Alexander King v. Coulson Aviation (USA), Inc., et al.*,
2 Ventura County Superior Case No. 2024CUOE024475.” No person shall have any claim against the
3 SA, Defendant, Class Counsel, Defendant’s counsel, or any other agent designated by Named Plaintiff
4 or Defendant based upon the distribution of Settlement Payments made substantially in accordance
5 with this Agreement or further orders of the Court.

6 c. The distribution of attorneys’ fees, costs, and the Named Plaintiff’s
7 enhancement/general release awards shall occur no later than the payment date of the payment under
8 the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments
9 be made prior to the distribution of Settlement Payments to Settlement Class Members.

10 d. Upon Defendant’s transfer of the Funding Payment, including any
11 employer-side taxes to the SA, Defendant, the Released Parties, and Defendant’s counsel shall have
12 no further monetary liability or financial responsibility to Class Counsel or to any vendors or third
13 parties employed by the Named Plaintiff or Class Counsel in connection with the Actions.

14 e. Defendant shall not be obligated to make any payments contemplated
15 by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and
16 after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals,
17 if taken, or other collateral attacks have lapsed, or have been favorably resolved in favor of the
18 Settlement and no further challenge to the Settlement is possible.

19 62. Settlement Class Members who are sent Settlement Payments shall have one
20 hundred eighty (180) days after mailing by the SA to cash their settlement checks.

21 63. If such Settlement Class Members do not cash their checks within that period,
22 those checks will become void and a stop payment will be placed on the uncashed checks. Settlement
23 checks that are not cashed within one hundred and eighty (180) days of mailing shall, subject to Court
24 approval, be distributed pursuant to the California State Controller’s Office Unclaimed Property Fund
25 (“Unclaimed Fund”), to be held in the name of the Settlement Class member. Settlement Class
26 Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class
27 Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement
28 and the Final Judgment.

64. The SA shall keep Class Counsel and Defendant's counsel apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the SA shall provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

65. Binding Effect of Agreement on Settlement Class Members and PAGA Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall be bound by this Agreement, and Final Judgment shall be entered in the Actions. In addition, unless the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by the Court's Order of Final Approval and Final Judgment. As set forth more fully in paragraph 69, if the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this Actions or any other case.

66. Non-Interference with Opt Out Procedure. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Opt Out Requests or objections to the Settlement or to appeal from the Final Judgment.

67. Waiver of Appeal. Pursuant to Final Approval of this Settlement, all Class Members, except those Class Members who make timely and valid objections pursuant to the terms of this Agreement, expressly waive the right to appeal.

68. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections below. This schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

- a. Preliminary Approval Hearing as permitted by the Court;
- b. Defendant to provide information described in paragraph 55b (name, address, dates of employment, etc.) no later than thirty (30) days after filing of the Preliminary Approval Order;

1 c. The SA to mail the Class Notice by U.S. First Class mail to Class
2 Members and PAGA Members by approximately seven (7) days after receipt from Defendant of the
3 information described in the preceding subparagraph;

4 d. The SA to conduct trace/search efforts and send a follow up mailing, to
5 individuals whose Class Notice was returned as undeliverable or whose listed address is found to be
6 inaccurate or outdated;

7 e. Opt Out Requests and Objections to the Settlement must be postmarked
8 no later than sixty (60) days after the date of initial mailing of the Class Notice (with additional 14
9 days for re-mailed Notices);

10 f. The SA will provide to the Parties, and to the Court as directed by the
11 Parties, information regarding Opt Out Requests and written objections or statements of intention to
12 object to the Settlement received from Class Members within seven (7) days of the close of the
13 Exclusion Period;

14 g. Class Counsel will file a timely motion for final approval of the
15 Settlement and a separate application for award of attorneys' fees and costs and an enhancement award
16 to the Named Plaintiff by the date set by the Court, or if no date is set, at least sixteen (16) court days
17 prior to the scheduled Final Approval Hearing date;

18 h. The Parties will request a Final Approval Hearing before the Court
19 within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will
20 hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendant
21 shall remit the Funding Payment to the SA.

22 i. Settlement Payments to Settlement Class Members, including the
23 Named Plaintiff, and payments to Class Counsel for litigation costs and expenses and awarded
24 attorneys' fees, and the enhancement award to Named Plaintiff, and payment to the LWDA shall be
25 made by the Settlement Proceeds Distribution Deadlines by mailing of checks by First Class U.S. mail
26 or by wire (as to Class Counsel's payments only).

27 69. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason
28 the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and

dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Actions, as if the Parties had never entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Actions or otherwise in any other proceeding.

70. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive relief against Defendant or the Released Parties.

71. Confidentiality and Non-Disparagement.

a. Parties and their counsel will keep the Settlement confidential, up to the date the Plaintiff files the its Motion for Preliminary Approval, but the Parties will be able to disclose to the Court, when and as necessary before preliminary approval, that they have reached an agreement in principle, subject to completion of a final Agreement and Court approval.

b. Following the Court's order granting the Parties' Motion for Preliminary Approval, the Parties and their counsel agree to make no comments to the media or otherwise publicize the terms of the settlement on any social media or websites, except that Class Counsel may post on its firm website: "The Firm settled a class action with an aviation company for \$190,000." This shall not restrict Class Counsel from any communication pursuant to its fiduciary duties as Class Counsel with Class Members. Further, Class Counsel may include the case name, number, and settlement information in declarations setting out their qualifications as class counsel.

c. Named Plaintiff and Class Counsel agree to maintain the confidentiality of any documents produced, formally or informally, during the course of the Actions. Named Plaintiff and Class Counsel agree to return to Defendant's counsel or destroy, at their option, any information designated as confidential during the course of the Actions, including but not limited to any information and/or documents provided to Class Counsel for purposes of mediation.

d. Defendant shall direct all inquiries by the Class to the SA, which shall provide general information about the lawsuit, including responding to questions about the lawsuit, by providing neutral information about the agreement consistent with the Agreement.

1 e. Defendant agrees it will adopt a neutral reporting policy regarding any
2 future employment inquiries related to Named Plaintiff. Thus, in the event that any potential or future
3 employers should inquire regarding Defendant's employment of Named Plaintiff, they will be
4 informed only of Named Plaintiff's dates of employment with Defendant, job title(s) during their
5 employment with Defendant, and starting and final rates of pay.

6 f. With respect to Plaintiff's Individual Payment, Plaintiff agrees to keep
7 completely confidential the settlement terms to the full extent permitted by law, including the amount
8 of the settlement, and will not disclose, directly or indirectly, any such information to any person or
9 entity unless ordered or required to do so by a governmental entity or by court process or order.
10 Nothing in this Agreement is intended to waive Plaintiff's rights, if any, to any vested retirement
11 benefits, continuation of health care coverage under COBRA, existing claims for medical care or
12 expenses, unemployment insurance, workers' compensation benefits (except that Plaintiff releases any
13 claim under California Labor Code section 132a), or any claims that controlling law clearly states may
14 not be released by private agreement, including but not limited to Plaintiff's right to file a charge or
15 complaint with, or from participating in an investigation or proceeding conducted by the EEOC,
16 NLRB, or any other federal, state or local agency charged with the enforcement of any laws. Nothing
17 in this Agreement shall be construed to prevent the disclosure of factual information related to any
18 acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent
19 an act of workplace harassment or discrimination, or act of retaliation against a person for reporting
20 harassment or discrimination related to the case or waive Plaintiff's right to testify in an administrative,
21 legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment
22 on the part of Defendant, or on the part of the agents or employees of Defendant, when Plaintiff has
23 been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written
24 request from an administrative agency or the legislature.

25 g. With respect to Plaintiff's general release and Individual Payment,
26 Plaintiff recognizes and acknowledge that actual damages for a breach of the confidentiality provisions
27 in Paragraph 71 would be difficult to measure or establish and, therefore, in the event of such proven
28 breach, Plaintiff shall be liable to the injured party, - Defendant, for a liquidated sum of Five Thousand

1 Dollars (\$5,000.00) per breach. The prevailing party in such an action shall be entitled to reasonable
2 attorneys' fees and costs incurred to enforce or defend against any violation of the confidentiality
3 provisions set forth herein.

4 72. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and
5 provisions in ¶¶ 1 through 86 of this Agreement are not mere recitals, but are deemed to constitute
6 contractual terms. The Court may allocate less to the Named Plaintiff, Class Counsel, and/or the
7 LWDA than indicated in paragraph 51 without impacting the validity and enforceability of the
8 Agreement. The Court may allocate less to the SA than indicated in paragraph 50 provided the actual
9 amount spent by the SA is less than the maximum set forth in that Paragraph. Without limiting the
10 generality of the foregoing, if this Agreement is terminated for failure to satisfy any material terms or
11 material conditions of this Agreement:

12 a. Defendant shall not be obligated to create or maintain any type of
13 settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member,
14 PAGA Member and/or any payment to Class Counsel or to the Named Plaintiff.

15 b. The Agreement and all negotiations, Court orders and proceedings
16 relating thereto shall be without prejudice to the rights of the Named Plaintiff, PAGA Members, Class
17 Members, and Defendant, each of whom shall be restored to their respective positions existing prior
18 to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall
19 not be discoverable or admissible in the Actions or any other litigation;

20 c. Defendant will not have waived, and instead expressly reserves, its right
21 to challenge the continuing propriety of class certification for any purpose; and

22 d. To the extent one exists, the Preliminary Approval Order shall be
23 vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other
24 document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any
25 way for any purpose in connection with any further proceedings in this Action or any related action,
26 including class certification proceedings.

27 73. Notices. All notices, requests, demands and other communications required or
28 permitted to be given pursuant to this Agreement, shall be in writing, and shall be delivered by First-

1 Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be
2 sent via electronic mail.

3 74. Modification in Writing. This Agreement may be altered, amended, modified
4 or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the
5 Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement
6 may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any
7 provision of this Agreement shall not constitute a waiver of any other provision of this Agreement
8 unless expressly so indicated.

9 75. Ongoing Cooperation. Named Plaintiff and Defendant, and each of their
10 respective counsel, shall cooperate in good faith to execute all documents and perform all acts
11 necessary and proper to effectuate and implement the terms of this Agreement, including but not
12 limited to drafting and submitting the Motions for Preliminary and Final Approval, and defending the
13 Agreement and Final Judgment against objections and appeals. Plaintiff shall, as necessary, properly
14 and completely take all steps, including but not limited to submitting any required documents to the
15 Labor Workforce Development Agency and take any other actions necessary to resolve the Released
16 PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall use their best efforts,
17 including all efforts contemplated by this Agreement and any other efforts that may become necessary
18 by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

19 76. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
20 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
21 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
22 or rights herein released and discharged except as set forth herein.

23 77. Binding on Successors. This Agreement shall be binding and shall inure to the
24 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal
25 representatives, including the Released Parties.

26 78. Entire Agreement. This Agreement constitutes the full, complete and entire
27 understanding, agreement and arrangement between Named Plaintiff and the Class Members/PAGA
28 Members on the one hand, and Defendant and Released Parties on the other hand, with respect to the

1 Settlement of the Actions and the Settled Claims against the Released Parties, including Defendant.
2 This Agreement supersedes any and all prior oral or written understandings, agreements and
3 arrangements between the Parties with respect to the Settlement of the Actions and the Settled Claims
4 against the Released Parties. Except those set forth and included expressly in this Agreement, there
5 are no other agreements, covenants, promises, representations or arrangements between the Parties
6 with respect to the Settlement of the Actions and the Settled Claims/Settled PAGA Claims against the
7 Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California
8 Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed
9 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no
10 such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of
11 this Agreement.

12 79. Execution in Counterparts. This Agreement may be signed in one or more
13 counterparts. A facsimile, scanned or DocuSign copies shall be treated as an original signature for all
14 purposes. All executed copies of this Agreement, and photocopies thereof (including facsimile or
15 email copies of the signature pages), shall have the same force and effect and shall be as legally binding
16 and enforceable as the original. Parties shall execute by hand with “wet” signatures.

17 80. Captions. The captions and section numbers in this Agreement are inserted for
18 the reader’s convenience, and in no way define, limit, construe, or describe the scope or intent of the
19 provisions of this Agreement.

20 81. Governing Law. This Agreement shall be interpreted, construed, enforced, and
21 administered in accordance with the laws of the State of California, without regard to conflict of law
22 rules.

23 82. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final
24 Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and
25 Rule 3.769, Cal. Rules of Court, for purposes of interpreting and enforcing the terms of this
26 Agreement.

27 83. Mutual Preparation. The Parties have had a full opportunity to negotiate the
28 terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more

1 strictly against one Party than another merely by virtue of the fact that it may have been prepared by
2 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
3 between the Parties, all Parties have contributed to the preparation of this Agreement.

4 84. Warranties and Representations. With respect to themselves, each of the Parties
5 to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have
6 full power and authority to enter into and consummate all transactions contemplated by this Agreement
7 and have duly authorized the execution, delivery and performance of this Agreement, and (b) the
8 person executing this Agreement has the full right, power and authority to enter into this Agreement
9 on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and
10 authority to execute any and all necessary instruments in connection herewith, and to fully bind such
11 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named
12 Plaintiff and Class Counsel only have the power to bind Class Members to the extent this Agreement
13 is approved by the Court.

14 85. Representation by Counsel. The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
16 that this Agreement has been executed with the consent and advice of counsel. Further, the Named
17 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that
18 after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to
19 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiff as provided by
20 this Agreement.

21 86. Authorization by Named Plaintiff. Named Plaintiff authorizes Class Counsel
22 to sign this Agreement and further agrees not to request to be excluded from the Class and not to object
23 to any terms of this Agreement. Any such Opt Out Request or objection shall therefore be void and
24 of no force or effect.

25 ///

26 ///

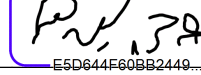
27 ///

28 ///

IT IS SO AGREED:

Dated: 6/23/2025

Signed by:



George Alexander King

On behalf of himself and as a Class/PAGA
Representative

Plaintiff's Counsel:

Dated: 6/23/2025

MOON LAW GROUP, PC

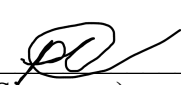
By: 

Kane Moon
Allen Feghali
Hyunjin Kim

Attorneys for Plaintiff

Dated: 6-20-25

COULSON AVIATION (USA), INC.

By: 

(Signature)

Patrick Cameron

(Printed Name)

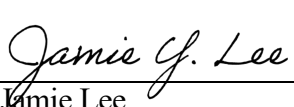
Hr Director

(Title)

Defendant's Counsel:

Dated: June 20, 2025

LITTLER MENDELSON, P.C.

By: 

Jamie Lee
Jaime B. Laurent

Attorneys for Defendant

EXHIBIT A

George Alexander King v. Coulson Aviation (USA), Inc.
Superior Court of California for the County of Ventura
Case No. 2024CUOE024475

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: ALL CURRENT AND FORMER HOURLY-PAID OR NON-EXEMPT EMPLOYEES WHO WORKED FOR COULSON AVIATION (USA), INC. WITHIN THE STATE OF CALIFORNIA FROM MAY 5, 2020 THROUGH [REDACTED] 2025

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because Coulson Aviation (USA), Inc.'s ("Defendant") records reflect that you are or may be a class member in a pending class action entitled, *George Alexander King v. Coulson Aviation (USA), Inc., et al.*, Ventura County Superior Case No. 2024CUOE024475 (the "Action"), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement ("Settlement"). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on May 7, 2024 by George Alexander King ("Named Plaintiff") on behalf of himself and other similarly situated current and former employees of Defendant. On August 1, 2024, a First Amended Complaint was filed to add a claim for penalties under the Private Attorney's General Act ("PAGA"). The Action, as amended, pleads class allegation claims against Defendant for: 1) failure to pay meal periods; 2) failure to provide rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wages; 5) failure to pay all wages due to discharged employees; 6) failure to maintain required records; 7) failure to furnish accurate itemized wage statements; 8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 9) unfair and unlawful business practices; and 10) penalties under the PAGA. Named Plaintiff seeks to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys' fees and costs. A copy of the complaint and its amendments are on file with the Court.

Defendant denies each and all of the claims and contentions alleged by the Named Plaintiff. Defendant asserts that it has multiple valid defenses to the claims and that its employees have been properly paid

and treated in accordance with the law. Absent the Settlement, Defendant would vigorously contest the lawsuit. By agreeing to this Settlement, Defendant is not admitting that it has any liability.

After engaging in formal and informal discovery and an all-day mediation before an experienced mediator, Tripper Ortman, Esq., the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action (“Court”) on [REDACTED], 2025. Named Plaintiff and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiff or Defendant’s defenses are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and any final determination of those issues will be made at the final hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. George Alexander King is the Class Representative or Named Plaintiff in the Action and have asserted claims on behalf of himself and the class. Coulson Aviation (USA), Inc. is the Defendant. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who do not choose to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the Class Period from May 5, 2020 through [REDACTED], 2025 (referred to as the “Class Period”), other than those who validly and timely opt out (as discussed below). This group individually and collectively will be referred to as “Class Members.”

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant will pay a maximum “Gross Settlement Amount” in the amount of One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00) in exchange for: the release by Settlement Class Members of Settled Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- Individual Settlement Allocation: \$ [REDACTED] shall be allocated to Settlement Class Members and referred to in this notice as the “Net Settlement Amount” or “NSA.” Settlement Class Members

who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically, which will be referred to in this notice as the “Individual Settlement Allocation.” The Individual Settlement Allocation will be calculated by dividing the number of workweeks reflected in the company’s records for you during the Class Period by the total workweeks worked by all Settlement Class Members during the Class Period as reflected in company records. Workweeks worked shall be determined by the Settlement Administrator based on data to be provided by Defendant, as may be modified by the Settlement Administrator’s or Court’s resolution of any challenges.

○ Your estimated individual payment is:

- Individual Settlement Allocation \$ [REDACTED] for having worked [REDACTED] workweeks during the Class Period
- Individual PAGA Allocation \$ [REDACTED] for having worked [REDACTED] workweeks during the PAGA Period

If you believe that you worked more workweeks during either period, you can submit a challenge to the Administrator by the deadline. See p.3 of this Notice.

Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Defendant or any other Released Parties.

- Enhancement Payment: Named Plaintiff will request an award not to exceed \$7,500, in recognition of his work in this Action on behalf of the Class and a general release of all of his individual claims.
- Attorney’s Fees and Expenses Payment: Class Counsel (listed below) will seek a total amount of money not to exceed \$63,333.33 to be paid in accordance with the Settlement for any and all attorney’s fees and \$25,000.00 in costs and expenses relating to the Action.
- Settlement Administration: The cost of settlement administration will not exceed \$ [REDACTED], which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.
- PAGA Penalty Payment: Pursuant to California Labor Code Section 2698 *et seq.*, known as the Private Attorney General Act or “PAGA”, the Parties designate \$20,000.00 of the Gross Settlement Amount as payment for Plaintiffs’ claims on their behalf and on behalf of all employees for penalties under the PAGA. Defendant shall pay seventy-five percent (75%) of that amount, or \$15,000.00, to California’s Labor & Workforce Development Agency (“LWDA”). The remainder shall be divided among aggrieved employees and you will not be able to opt out or exclude yourself from this portion of the settlement.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue

claims, whether known or unknown, against) any and all Released Parties from any and all Settled Claims.

“Released Parties” means Defendant and its respective present and former parents, owners, subsidiaries, a related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns, or legal representatives and any individuals or entities working in concert with the foregoing.

“Settled Class Claims” means the claims released by all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, all claims, allegations and assertions that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the Operative Complaint and ascertained in the course of the Action by including, (a)-(b) any and all claims involving any alleged failure to pay minimum wages, contract wages, overtime, or other amounts of wages for failing to “compensate Plaintiff and Class Members for all wages earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (e) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (f) failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (g) Failure to pay wages during employment (Labor Code §204); (h) Failure to reimburse reasonable business expenses (see Labor Code § 2802); (i) Unfair business practices (see Bus. and Prof. Code § 17200, *et seq.*) “Settled Claims” do not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

The PAGA settlement means any and all claims by all PAGA Members and the LWDA and interests held by the state of California, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns for all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802, and: (a)-(b) any and all claims involving any alleged failure to pay minimum wage, contract wages, overtime, or other amounts of wages for failing to compensate PAGA Members for all wages earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (e) Failure to pay wages during employment (Labor Code §204); (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (g) Failure to reimburse reasonable business expenses (see Labor Code § 2802); (h) Failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203).

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT ALLOCATION?

To receive your Individual Settlement Allocation, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Allocation will be mailed to the address on file.

Once you receive your Individual Settlement Allocation, you shall have One Hundred and Eighty (180) calendar days after mailing by the Settlement Administrator to cash your Settlement checks. If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Eighty (180) days of mailing shall be delivered to the State Controller's Office Unclaimed Property Fund or as otherwise directed by the Court.

Plaintiff and Defendant are asking the Court to approve an allocation of 40% of each Individual Class Payment to taxable wages ("Wage Portion"), and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Neither Defendant, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Allocation. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendant or any other Released Party.

WHAT IF MY WORKWEEKS ARE INCORRECT?

The number of Class Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated in the third page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. The last page of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Subject to Court approval, the Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement other than the release of PAGA claims. To do so, you must fill out and submit Opt Out Form included in this packet to the Settlement

Administrator at the following address: [REDACTED]. To be valid, the opt out form must be: (1) filled out by you; (2) signed by you; and (3) postmarked or fax stamped by 60 days after mailing date, or [Response Deadline], and returned to the Settlement Administrator at the specified address or fax number. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Class Claims. You cannot opt-out of the PAGA portion of the proposed Settlement.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than related to the PAGA. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement (“Final Approval Hearing”). You can also submit a written objection as set forth below, or alternatively, appear at the Final Approval Hearing. The Final Approval Hearing is scheduled to take place on [REDACTED], 2025, at [REDACTED] a.m. in Department 20 of the Ventura Superior Court, located at the address below. The hearing may be continued (moved to another date), so it is best to check the court’s website for up-to-date information at: <https://www.ventura.courts.ca.gov/>.

If you wish to object in writing, you may a written objection to the Settlement Administrator at the following address: [REDACTED]. To be valid, the written objection should be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the Class Member intends to appear at the Final Approval Hearing. A Class Member who wishes to object in writing must submit his or her objection to the Settlement Administrator no later than 60 days after mailing date, or [Response Deadline]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents.

CLASS COUNSEL	DEFENDANT’S COUNSEL
Kane Moon kmoon@moonlawgroup.com Allen Feghali afeghali@moonlawgroup.com Hyunjin Kim hkim@moonlawgroup.com MOON LAW GROUP, PC 725 South Figueroa St., 31 st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	Jaime B. Laurent, Bar No. 261926 jlaurent@littler.com LITTLER MENDELSON, P.C. 2049 Century Park East, 5 th Flor Los Angeles, CA 90067 Telephone: 310.553.0308 Fax No.: 310.553.5583 Jamie Y. Lee, Bar No. 228389 jylee@littler.com LITTLER MENDELSON, P.C. 18565 Jamboree Road, Suite 800 Irvine, CA 92612 Telephone: 949.705.3000 Fax No.: 949.724.1201

	THE COURT Ventura County Superior Court 800 South Victoria Ave. Department 20
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The Court has decided that the law firms listed above under “CLASS COUNSEL” are qualified to represent the Settlement Class Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Allocation and will be barred from pursuing the Settled Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered, and you will remain part of the PAGA settlement.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement, and PAGA Members, whether or not they receive or timely cash their Individual Settlement Allocations. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims, and PAGA Members from pursuing released PAGA claims. The Class Action Settlement Agreement and Stipulation on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk’s Office of the Ventura County Superior Court listed above as “THE COURT.” In addition, you may obtain these records on the Court’s website at [<https://www.ventura.courts.ca.gov/>] by clicking on the “Case Inquiry.” You will need to accept the terms of the Information Disclaimer, and proceed to enter the case number listed at the top of this Notice and the security code provided on the webpage.

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in “CLASS COUNSEL” or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

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

EXHIBIT B

George Alexander King v. Coulson Aviation (USA), Inc.
Superior Court of California for the County of Ventura
Case No. 2024CUOE024475

OPT OUT FORM

ONLY USE THIS FORM IF YOU DO NOT WANT TO BE
PART OF THE SETTLEMENT CLASS

Note: IF YOU VALIDLY AND TIMELY REQUEST TO BE EXCLUDED (I.E., “OPT OUT” OF) THE SETTLEMENT, YOU WILL NOT RECEIVE ANY MONEY FROM THE PROPOSED SETTLEMENT, OTHER THAN THE PAGA PAYMENT

You may Opt Out of the proposed Settlement by signing, completing and mailing this Opt Out Form to the address below.

I, (Type or Print Name)

_____, hereby elect to be excluded from the settlement class in *George Alexander King v. Coulson Aviation (USA), Inc., et al.*, Ventura County Superior Case No. 2024CUOE024475. I understand that by requesting to be excluded, I will not receive any benefit from the Settlement for the class action claims, but this will not exclude me or otherwise impact my inclusion in the PAGA Settlement, as explained in the class notice I received.

Signature: _____

Dated: _____

Other Names Used While Employed by Coulson Aviation (USA), Inc.: _____

Address: _____

City, State and ZIP Code: _____

Telephone No.: _____

Please mail this Opt-Out Form to the Claims Administrator at the address listed below. The address of the Claims Administrator is:

[List claims administrator information]

Deadline: Your completed Opt Out Form must be postmarked by **[INSERT DATE] in order for you to be excluded from the settlement class.**