

DAMARIE LOUIS, ET AL. V. GLOBAL AVIATION MANAGEMENT GROUP CORP.
**STIPULATION REGARDING CLASS ACTION SETTLEMENT AND DISTRIBUTION
OF SETTLEMENT AMOUNT TO SETTLEMENT CLASSES**

On January 8, 2020, the Parties to *Damarie Louis, et al. v. Global Aviation Management Group Corp.* (Los Angeles County Superior Court Case Number 19STCV11672) (the “Action”), participated in mediation in Los Angeles with the Hon. Carl J. West (Ret.). At that time, the Parties reached a global settlement intended to fully resolve this case, upon obtaining final court approval. This Stipulation of Class Action Settlement will evidence the Parties’ settlement of the Action (the “Settlement”) and its material terms and conditions of settlement, and which is intended to be a full and final resolution of the Action and all released claims:

1. On April 5, 2019, Plaintiffs Damarie Louis and Charday Tolley (“Plaintiffs”) filed on behalf of themselves and similarly situated employees against Global Aviation Management Group, Corp., pleading the following eight causes of action: (1) Failure to Pay Wages; (2) Meal Break Violations (*Labor Code* §226.7); (3) Rest Break Violations (*Labor Code* §226.7); (4) Wage Statement Violations; (5) Failure to Reimburse Expenses (*Labor Code* §2802); (6) Waiting Time Penalties (*Labor Code* §203); (7) Unfair Business Practices (B & P Code § 17200).

2. On April 5, 2019, Plaintiffs’ counsel, Bradley/Grombacher LLP, submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiffs, to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA and all other remedies available under PAGA, including and not limited to under California Labor Code section 558, for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including, inter alia, Wage Orders 4-2001 and 9-2001 in conformity with Labor Code section 2699.3 (the “PAGA Notice”);

3. On July 11, 2019, Plaintiffs filed a First Amended Complaint (FAC) in which they added an Eighth Cause of Action for Violation of the PAGA, Labor Code section 2698, et seq.,

based on the predicate claims alleges in the First through Sixth Causes of Action. (The PAGA Claim is misnumbered as the Seventh Cause of Action in the FAC). These claims are currently pending in Los Angeles County Superior Court before the Honorable Daniel J. Buckley, Department 1.

4. Marcus J. Bradley and Kiley L. Grombacher, of Bradley/Grombacher, LLP (“Class Counsel”) conducted extensive investigation in this case, including reviewing information and records provided by Defendant Global Aviation Management Group, Corp. (“Global Aviation”). Furthermore, the Parties engaged in an informal exchange of information and documents. As a result of these efforts, the Parties reached a tentative, class-wide settlement that is the basis for this Stipulation of Settlement, and will be submitted to the Court for approval.

5. For purposes of settling the Action, the Parties conditionally stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met, and therefore, stipulate to class certification. More specifically, the Parties conditionally stipulate and agree that:

a. The Settlement Class is so numerous as to make it impracticable to join all Class Members.

b. There is an ascertainable class.

c. There are common questions of law and fact.

d. The claims alleged by Plaintiffs in the Action are typical of the claims of the members of the Settlement Class.

e. Marcus J. Bradley and Kiley L. Grombacher, of Bradley/Grombacher, LLP will be deemed “Class Counsel,” and they will fairly and adequately protect the interests of the Settlement Class.

f. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

g. Questions of law and fact common to the members of the Settlement Class predominate over questions affecting individual members in the Settlement Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

6. Plaintiffs contend they filed a meritorious action and that class certification is appropriate. Plaintiffs contend Global Aviation violated California's wage and hour laws and that the Action is appropriate for class certification, as the prerequisites for class certification can be satisfied, and that the case is appropriate to certify as a collective action under California law.

7. Global Aviation denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies, for any purpose other than settlement, that the matters alleged in the Action are appropriate for class treatment. Global Aviation contends, among other things, that the Labor Code is preempted by the Federal Aviation Act and Airline Deregulation Act as to the Class Members who work as ramp and aircrafts security agents ("Agents") for international flights arriving and departing from Los Angeles International Airport. In enacting these laws, Congress intended to preempt state and local laws that interfere with airline safety to the exclusion of state law. The Company contends there is a conflict between the timing for rest breaks and meal periods required by the Labor Code and the essential requirements of the positions of ramp and aircraft security agents. Global Aviation also contends that it complied at all times with the California Labor Code, and all applicable California and federal laws and regulations, including obtaining waivers, as appropriate, of any obligation to provide duty-free meal periods.

8. It is the desire of the Parties to fully, finally, and forever settle, compromise and discharge all disputes and claims that exist between them arising from or related to the Action. In order to achieve a full and complete release of Releasees and each of them of such disputes, claims, and allegations, each Class Member (which includes any legal heirs and/or successors-in-interest of each Class Member), through execution of the Stipulation and Settlement by the Class Representatives, acknowledges that this Stipulation of Settlement is intended to include in its effect

all claims arising from or related to the Action, including, but not limited to, claims alleged in the action or that reasonably could have been alleged based on the facts alleged in the Action.

9. Plaintiffs and Class Counsel have concluded, based upon their investigation and taking into account the issues involved, the inherent problems of proof and legal defenses which may be an impediment to the claims they assert in the Action, the risks, uncertainty and costs of further prosecution of the Action, and the benefits to be received pursuant to this Agreement, that a settlement with Defendant on the terms herein set forth is fair, reasonable, adequate and in the best interests of Plaintiffs and the Settlement Class. Plaintiffs have agreed to settle the Action with Global Aviation, individually and on behalf of the Settlement Class, on the terms set forth herein.

10. Global Aviation agrees to settle the Action with Plaintiffs to avoid the distraction and expense associated with lengthy litigation, and to allow Global Aviation to focus on continuing to provide quality aviation security services.

11. The Parties agree this Stipulation of Settlement and Settlement are not an admission of any liability or wrongdoing of any kind, and neither party shall claim to be a prevailing party in the Action.

12. **Definition of "Global Aviation":** "Global Aviation" as referenced herein and as released in the Settlement is Global Aviation Management Group, Corp., as well as its parent and affiliates, as well as all present and former shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Global Aviation Management Group, Corp., or any of them and their counsel of record.

13. **Settlement Class:** For purposes of this Settlement only, the Parties stipulate to the following Settlement Class:

Any and all persons who have been employed by Global Aviation Management Group, Corp as hourly-paid employees in California at any time from June 1, 2018 to the earlier of the date the Court grants preliminary approval or March 31, 2020, who have not settled with Global Aviation or

opted out of the settlement. For purposes of this Agreement, a “Work Week” is defined as any Sunday through Saturday period.

14. **Aggrieved Employees.** Aggrieved Employees are defined as any and all persons who have been employed by Global Aviation Management Group, Corp as hourly-paid employees in California at any time from June 1, 2018 to March 31, 2020. The settlement of an earlier-filed class action, *Alberto Martinez v. Global Elite Group, Inc., et al.* (Los Angeles County Superior Court Case Number BC670100), resolved all claims of the putative class members who worked for Global Aviation at any time from July 26, 2013 through May 31, 2018. This Court related the *Martinez* action and granted final approval to the *Martinez* settlement on December 1, 2019.

15. **Settlement Class Period and PAGA Period.** The Settlement Class Period and PAGA Period in this action shall both be from June 1, 2018 to March 31, 2020 (“Class Period” and “PAGA Period,” respectively, as appropriate).

16. **Settlement Payment.** In exchange for the promises of Plaintiffs herein and in settlement of the Action, Global Aviation agrees to pay the Settlement Amount (as defined below). This is a non-reversionary Settlement. Global Aviation will not be responsible for making any other payments to Class Members, to the Settlement Administrator, to any taxing authorities, or to Class Counsel above and beyond the Settlement Amount, except that Global Aviation will be responsible to separately pay employer’s portion of payroll taxes on the portion of the settlement deemed wages. The eligibility requirements for Class Members to receive Individual Settlement Amount awards as part of this Settlement and the method for calculating such awards are set forth below. Global Aviation shall retain exclusive authority over, and the responsibility for, monies used to pay the Settlement Amount up to the date of funding. All claims submitted by Settlement Class Members, Claims Administration Expenses, all attorneys’ fees and costs as awarded by the Court, shall be paid out of the Settlement Amount.

17. **Scope of Plaintiffs’, Class Members’ and PAGA Releases.**

a. The Parties agree to a general release of all claims as to Plaintiffs only, including waiver of Civil Code section 1542. This broader release includes, but is not limited to, all claims

arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. As consideration for this general release and in recognition of their having filed the Action and their service as class representatives, Louis and Tolley shall receive the total sum of Ten Thousand Dollars (\$10,000.00) [Five Thousand Dollars (\$5,000.00) each], separate and apart from their individual portion of the Settlement Amount as provided for herein, which shall be paid out of the Settlement Amount as provided in paragraph 17.

b. The claims to be released by the Settlement Class Members include all claims and/or causes of action asserted in the First Amended Complaint in the Action on file herein, based on the facts alleged therein and arising during the Settlement Class Period. Specifically, the release includes all claims, known and unknown, relating to Plaintiffs' allegations for failure to pay all wages, failure to authorize and permit rest periods, failure to provide meal periods, failure to provide accurate itemized statements, failure to pay reimbursable expenses, waiting time penalties, violation of Business and Professions Code sections 17200, *et seq.*, violation of any IWC Wage Order, any other claims under state or any other laws arising out of or related to the allegations contained in the First Amended Complaint of the Action, and related penalties, including but not limited to Labor Code sections 201, 202, 203, 226a, 226.2, 226.7, , 510, 512, 1197, 1197.1, 2699, 2802 and Business & Professions Code section 17200; claims for interest, attorneys' fees, costs, settlement administration costs, and enhancement awards; and claims for liquidated damages, waiting-time penalties, any other related claims and/or penalties related to the facts of the First

Amended Complaint in the Action. By and through this Settlement each Class Member who does not opt out forever agrees he or she shall not be entitled to pursue, accept or recover damages for any Released Claims against Releasees during the Settlement Class Period.

c. Upon the Defendant's payment in full of the Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and Aggrieved Employees, and the State of California, will be deemed to have knowingly and voluntarily released and forever discharged Global Aviation, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims asserted and unasserted, arising during the PAGA Period commencing July 11, 2018, for civil penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the FAC and in Plaintiff's April 5, 2019 PAGA Notice, including but not limited to, for failure to pay minimum, regular, overtime, and off-the-clock and on-call wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to indemnify or reimburse for business expenses, and for violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 4-2001, 9-2001, and 16-2001, in conformity with Labor Code section 2699.3.

18. **Investigation by Class Counsel.** Class Counsel has conducted a thorough investigation into the allegations giving rise to the Action, including an extensive review of

relevant company policies, payroll documents, data and other information provided by Global Aviation, as well as information provided directly to Class Counsel by Plaintiffs and class members. Counsel for Global Aviation provided Class Counsel Plaintiffs' personnel, time and pay records, as well as a sampling of clocking and payroll data for the class. Based on the foregoing data and its own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Global Aviation for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Global Aviation, and numerous potential appellate issues. Global Aviation and Global Aviation's Counsel also agree that the Settlement is fair, reasonable and in the best interest of the Settlement Class.

19. **"Settlement Amount."** "Settlement Amount" means the total sum of One Hundred Eighty Thousand Dollars (\$180,000.00) to be allocated for the Class, inclusive of all wages, penalties, liquidated damages, attorneys' fees and costs as awarded by the Court, Class Representative Enhancement Awards, and Claims Administration Expenses. This is an "all in", non-reversionary settlement. The employer's portion of payroll taxes on the portion of the First Installment and Final Installment deemed wages shall be paid separately by Global Aviation.

20. **"Net Class Members Distribution Amount":** "Net Class Members Distribution Amount" means the Settlement Amount less attorneys' fees up to Sixty Thousand Dollars (\$60,000.00); costs not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), as awarded by the Court; Claims Administration Expenses (estimated at approximately Nine Thousand Dollars (\$9,000.00)); Class Representative enhancement awards not to exceed Ten Thousand Dollars (\$10,000.00) [Five Thousand Dollars (\$5,000.00) for each of the two named Plaintiffs]; Fifteen Thousand Dollars as consideration for releases of Plaintiff's and Aggrieved Employees' PAGA Claims (75% of which (\$11,250) shall be paid the Labor and Workforce Development Agency and the balance of \$3,750 distributed to Aggrieved Employees using the formula specified in

Paragraph 23 below; and the employees' portion of payroll taxes. The Settlement Administrator will be responsible for advising Global Aviation of the amounts of each individual settlement award and all appropriate payroll deductions, if any.

21. Timing of Distribution of the Net Class Members and Aggrieved Employees' Individual Settlement Amounts.

There will be one Distribution to Class Members and Class Counsel. Ten (10) calendar days after the Effective Date, Defendant shall deposit with the Settlement Administrator the Settlement Amount. No later than fifteen (15) calendar days after receiving the Settlement Amount, the Settlement Administrator shall provide the Individual Settlement Payments to Settlement Class Members and pay the Claims Administration Costs. Not later than ten (10) calendar days after the Settlement Administrator receives the Settlement Amount, the Settlement Administrator shall disburse Class Counsel's expenses, the Court-approved Class Representatives Enhancements and the Court-approved Class Counsel's Fees.

22. Settlement Class Members will be paid if they do not opt out of the Settlement. Participating Class Members are those Settlement Class Members who do not opt out. Any amounts allocated to Settlement Class Members who opt out of the Settlement shall be re-distributed to other Participating Class Members proportionally based on his/her share under the original distribution. The Distribution Amount paid to each Settlement Class Member and Aggrieved Employee will be determined proportionally based upon their respective Work Weeks during the Class Period and PAGA Period.

23. Settlement payments to members of the Settlement Class will be based upon each Settlement Class Member's "Individual Workweeks" percentage of the total Work Weeks worked by all Settlement Class Members during the Settlement Class Period according to Global Aviation's payroll records, which shall be presumed correct. Each Settlement Class Member's "Individual Settlement Payment" will be based on a ratio of the Settlement Class Member's Individual Workweeks to the Total Workweeks. The Individual Settlement Payment will be calculated by dividing the Settlement Class Member's Individual Workweeks by the Total

Workweeks and multiplying by the Net Settlement Amount. Settlement Class Members will have the opportunity, should they disagree with Defendant's' records regarding their total workweeks in the Class and/or PAGA Period as stated in the Notice, to provide documentation and/or an explanation to dispute the calculation. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class Member and the Parties

24. PAGA settlement payments to Aggrieved Employees will be based upon each Aggrieved Employee's "Individual Workweeks" percentage of the total Work Weeks worked by all Aggrieved Employees during the PAGA Period according to Global Aviation's payroll records, which shall be presumed correct. Each Aggrieved Employee's "Individual PAGA Payment" will be based on a ratio of the Aggrieved Employee's Individual Workweeks to the Total Workweeks in the PAGA Period. The Individual PAGA Payment will be calculated by dividing the Aggrieved Employee's Individual Workweeks by the Total Workweeks in the PAGA Period and multiplying by the Net PAGA Settlement Amount of \$3,750. Aggrieved Employees may not object to, or opt out of, the PAGA Settlement.

25. Undistributed Amounts. The Claims Administrator shall calculate the settlement payments to be paid to the Settlement Class Members and distribute said payments in accordance with this Agreement. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. No less than 180 days hence, the Court shall set a date when the Parties shall report to the Court the total amount that was actually paid to the class members. After the report is received, the Court shall amend the judgment to direct Defendants to pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus interest on that sum at the legal rate of interest or the maximum rate interest offered by Bank of America savings account appropriate to the sum of the unpaid residue, whichever rate is lower,

from that date the report is received through the date the Court amends the judgment, to Family Promise (www.familypromise.org) or such other child advocacy program as approved by the Court.

26. Notice of Class Action and PAGA Settlement: The Parties will mutually agree on the form of the Notice of Class Settlement (“Class Notice”) to be sent to the Settlement Class Members and presented for approval by the Court. The form shall provide that those class members who wish to opt out of the settlement must do so by signed writing to the Settlement Administrator which indicates their desire to be excluded, their name, contact information and social security number. Likewise, the form shall advise the class members of their right to object to the settlement by mailing in a writing to the Court, settlement administrator and the attorneys of record for the class. Within fifteen (15) calendar days of the Preliminary Approval Order, the Settlement Administrator shall execute a confidentiality agreement and Defendant shall provide to the Settlement Administrator each Class Member’s most current, known mailing address, as well as data sufficient for the Settlement Administrator to determine each Class Member’s number of workweeks during relevant periods. The Settlement Administrator shall keep data provided by Defendant strictly confidential, shall not share it with Class Counsel, and shall use it only for the purposes described herein. Within ten (10) calendar days of the Settlement Class Members’ data, the Settlement Administrator will mail the Class Notice, and Request for Exclusion form to the Settlement Class Members. The Settlement Administrator will perform a single NCOA check, if necessary, and will skip-trace return mail and re-mail within five (5) calendar days. Notices returned as undeliverable will be “skip traced” twice throughout the Notice period. Settlement Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline. The Settlement Class Members will have forty-five (45) calendar days in which to postmark an Exclusion Form. Unless the Settlement Administrator has received a timely Exclusion Form, Defendant will issue a check to that Settlement Class Member in the amount of his or her Individual Settlement Amount as described in paragraph 20 herein. Class Members shall be provided 45 calendar days after the

postmark date of the initial mailing of the Settlement Notice to object to the settlement, and no Class Member responses of any kind that are postmarked more than 45 calendar days after the initial mailing of the Settlement Notice shall be considered.. The Notice of Class Settlement shall state that Settlement Class Members who wish to object to the Settlement must mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline or may appear in person at the Final Approval/Settlement Fairness Hearing to present an objection (“In-Person Objection”). The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. Any Notice of Objection must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; and (5) the factual and legal basis for the objection. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a timely Notice of Objection or who wish to raise an objection in person will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Settlement Class Members who submit a written request for exclusion are not entitled to object to the Settlement

27. **Selection of Settlement Administrator:** Subject to Court approval, CPT Group shall be appointed as the Settlement Administrator.

28. **Duties of Settlement Administrator:** The Settlement Administrator’s duties will include handling all mailings to the Settlement Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Settlement Class (including recording the identity of any Class Member who submits opts out of the Settlement), responding to inquiries made by the Settlement Class, calculating Individual Settlement Amounts, issuing and mailing out Individual

Settlement Amount awards, tax reporting, and other related tasks as mutually agreed to by the Parties in the Action. The Settlement Administrator will be responsible for calculating the amount of each Individual Settlement Award, including appropriate deductions. The Settlement Administrator will be responsible for performing all payroll functions reasonably necessary to administer the Settlement in conformity with this Agreement, including, but not limited to, issuing and mailing the Individual Settlement Amount awards to Eligible Class Members, reporting payment of the Individual Settlement Amount awards to all required taxing and other authorities arising out of or relating to Individual Settlement Amount awards.

29. **Apportionment and Tax Reporting of Settlement Payment:** Because Class Counsel's investigation confirms that Plaintiffs' claims for failure to pay wages and overtime presents claims as to which Defendant has substantial defenses, and therefore the settlement is primarily for settlement of claims for meal and rest break premium pay, waiting time and other penalties, and not for failure to pay "wages" (*See Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, at 1255 (an action for meal and rest break penalties is not one for "unpaid wages," waiting time penalties are not recoverable); *Rodriguez, et al. v. Old Dominion Freight Line, Inc.*, 2013 U.S. Dist. LEXIS 171328 (C.D. Cal. 2013) ("because 'Kirby . . . makes clear that an employer who owes an employee a premium wage under § 226.7 is not also liable for a violation of § 203,' Rodriguez cannot maintain a § 203 claim for meal and rest break premiums as a matter of law."); *Mireles v. Dunbar Armored*, LA CV13-05671 JAK (PJWx) (C.D. Cal. 2013) (section 203 penalties do not apply to a section 226.7 claim); and *Jones v. Spherion Staffing LLC*, 2012 U.S. Dist. LEXIS 112396, *21-*22 (C.D. Cal. 2012) (quoting *Kirby* in holding that "'An employer's failure to provide an additional hour of pay does not form part of a section 226.7 violation'), 75% of each Class Member's Individual Settlement Amount award will be treated as prejudgment interest and penalties, including PAGA penalties, on which there will be no tax withholding and for which an IRS Form 1099 (marked "Other Income") shall be issued; 25% of each Class Member's Individual Settlement Amount awards shall be deemed consideration for unpaid wages and for which a Form W2 shall be issued.

30. **Preliminary Approval Order:** The form of the preliminary approval order and the final approval order are to be mutually agreed upon by the Parties and presented for approval by the Court.

31. **Designation of Class Counsel:** The Parties agree to the designation of Marcus J. Bradley and Kiley L. Grombacher of Bradley/Grombacher, LLP as counsel for the Settlement Class for all purposes in the Action ("Class Counsel"). Class Counsel shall petition the Court for attorneys' fees up to Thirty-Three Percent of the Settlement Amount and court not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), subject to approval by the Court. The Court-approved attorneys' fees and costs are part of, and are to be deducted from, the Settlement Amount and paid proportionally following the payment by Global Aviation herein. Global Aviation agrees not to object to Class Counsel's fee and cost application up to the specified amounts; provided, however, the Court's exercise of discretion in awarding of fees and costs shall not be a basis for Plaintiffs to terminate this Settlement.

32. **Class Representatives.** The Parties agree to the designation of Plaintiffs Louis and Tolley as the Class Representatives. Each of the two Class Representatives shall receive an enhancement award of up to Five Thousand Dollars (\$5,000.00) at no additional cost to Global Aviation, subject to approval by the Court, and subject to each of the Class Representative's prior execution of a separate general release of all claims under California Code of Civil Procedure section 1542, including a promise not to seek re-employment with Global Aviation. Plaintiffs further agree that Global Aviation shall not be liable for any damages now or in the future because it refuses to employ Plaintiffs for any reason whatsoever. The enhancement awards will be in addition to the Class Representatives' Individual Settlement Amount Award. The enhancement awards are to be part of, and are to be deducted from, the Settlement Amount prior to calculation of the Individual Settlement Amount Awards. IRS Forms 1099 shall issue for the enhancement awards.

33. **Confidentiality of Settlement:** The Class Representatives and Class Counsel will not make any public disclosure of the Class Settlement or this Confidential Agreement to Settle

Class Action through the date of preliminary approval; thereafter, the Parties will make no comments to the media.

34. Miscellaneous:

- a. **Effective Date of Settlement:** The settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by Plaintiffs, by Global Aviation, by counsel for the Settlement Class, and by counsel for Global Aviation; (ii) the Court has given preliminary approval to the settlement; (iii) notice has been given to the members of the Settlement Class; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class, and approving this Stipulation of Settlement. The Settlement shall be effective on the later of: (1) if there are no objections submitted or all objections have been withdrawn prior to Final Approval, then the date of Final Approval, or (2) if there are Objections submitted that are not later withdrawn, sixty-five (65) calendar days from Final Approval or, if there is an appeal, (3) the calendar day after any appeal is dismissed or withdrawn or (4) the calendar day on which any appeal is decided upholding validity of settlement.
- b. **Settlement Not A Judgment In Favor of Class Members:** The Parties agree that the dismissal and/or any judgment approving the Settlement is not a judgment in favor of any one or any number of the Settlement Class Members, that any judgment entered is not providing for any direct compensation of any one or any number of the Settlement Class Members, but rather that it simply approves and undertakes to monitor the execution of the settlement between the Parties.

c. Payment by Global Aviation pursuant to this Settlement Agreement shall settle all pending issues between Plaintiffs and the members of the Settlement Class and each of them on the one hand and Global Aviation on the other hand, including but not limited to any and all claims relating to failure to pay all wages, failure to authorize and permit rest periods, failure to provide meal periods, failure to provide accurate itemized statements, failure to pay reimbursable expenses, waiting time penalties, violation of Business and Professions Code sections 17200, *et seq.*, violation of the PAGA, violation of any IWC Wage Order, any other claims alleged in the action or that reasonably could have been alleged based on the facts alleged in the Action, including, but not limited to, Labor Code sections 201, 202, 203, 226a, 226.2, 226.7, , 510, 512, 1197, 1197.1, 2699, 2802 and Business & Professions Code section 17200; claims for interest, attorneys' fees, costs, settlement administration costs, and enhancement awards; and claims for liquidated damages, waiting-time penalties, any other related claims and/or penalties related to the facts of the First Amended Complaint in the Action during the Settlement Class Period or PAGA Period. Any payments made pursuant to this Settlement will not trigger any obligation of Global Aviation or of any other person or entity to make any withholding for 401(k) contributions or to make any contributions to any 401(k) or similar such plan or result in any further obligation or liabilities of Global Aviation or of any other Releasee. The settlement payments to the Participating Class Members are expressly not classified as "certified compensation" for purposes of pension/retirement plan contributions.

- d. The Parties agree that should the Settlement not receive Court approval, for any reason, that Parties shall revert back to the same position that they were and continue with litigation.
- e. The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement.
- f. If more than ten percent (10%) of the Settlement Class Members opt out of the Settlement, Global Aviation shall have the option to void the Settlement.
- g. If the Settlement Class increases by more than ten percent (10%) by the time of preliminary approval or September 1, 2020, whichever is sooner, the Settlement Amount shall be increased on a pro rata basis.
- h. Counsel for the Parties agree they have authority to execute this Agreement of Settlement for and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement of Settlement as of the date set forth below:

Dated: July ____, 2020

PLAINTIFF DAMARIE LOUIS

DocuSigned by:

CPAEE031150075...

Damarie Louis

Dated: July ____, 2020

PLAINTIFF CHARDAY TOLLEY

Charday Tolley

- d. The Parties agree that should the Settlement not receive Court approval, for any reason, that Parties shall revert back to the same position that they were and continue with litigation.
- e. The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement.
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- g. If the Settlement Class increases by more than ten percent (10%) by the time of preliminary approval or September 1, 2020, whichever is sooner, the Settlement Amount shall be increased on a pro rata basis.
- h. Counsel for the Parties agree they have authority to execute this Agreement of Settlement for and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement of Settlement as of the date set forth below:


Dated: July __, 2020

PLAINTIFF DAMARIE LOUIS

Damarie Louis

Dated: July 21, 2020

PLAINTIFF CHARDAY TOLLEY

DocuSigned by:


Charday Tolley

Dated: July 22, 2020

DEFENDANT GLOBAL AVIATION
MANAGEMENT GROUP, CORP.



William McGuire

President and Chief Executive Officer
GLOBAL AVIATION MANAGEMENT GROUP,
CORP.

APPROVED AS TO FORM:

Dated: July 21, 2020

BRADLEY/GROMBACHER, LLP

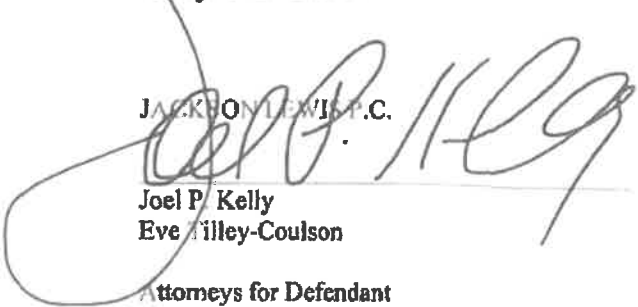


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