

# **EXHIBIT 1**

**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

*Kathleen Fredericks, et al. v. Ameriflight, LLC*  
N.D. Tex. Civil Action No. 3:23-cv-01757-X

The Parties to this Settlement Agreement and Release of Claims (“Agreement”) are Defendant Ameriflight, LLC (“Defendant”) and Named Plaintiff Kathleen Fredericks (“Named Plaintiff,” “Class Representative,” and/or “Plaintiff”), for herself and on behalf of other similarly situated class members in *Fredericks v. Ameriflight*, N.D. Tex. Civil Action No. 3:23-cv-01757-X (the “Litigation.”).

## **I. RECITALS**

WHEREAS, Named Plaintiff Kathleen Fredericks initiated the Litigation on January 30, 2023, in the District of Puerto Rico, as a Rule 23 putative class action and Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b) collective action, seeking recovery of wages and other relief against Defendant, on behalf of herself and similarly situated individuals, and further asserted claims that are set forth in the operative complaint (D.P.R. Civil Action No. 3:23-cv-01042-PAD, ECF No. 1);

WHEREAS, Defendant sought and was granted a transfer in venue to the Northern District of Texas on August 3, 2023 (D.P.R. Civil Action No. 3:23-cv-01042-PAD, ECF No. 52);

WHEREAS, the Northern District of Texas denied Defendant’s motion to dismiss all claims asserted in the Litigation on March 19, 2024 (ECF No. 91);

WHEREAS, on November 25, 2024, the Court granted, in part, Plaintiff’s motion to certify a class and collective (ECF No. 109);

WHEREAS, notice was issued to the class and collective on January 10, 2025, resulting in a total of 23 individuals who had consented to join the FLSA claims in the Litigation, including Named Plaintiff Kathleen Fredericks and an early Opt-In Plaintiff, David Parks;

WHEREAS, the Court subsequently dismissed with prejudice four individuals from the lawsuit who had consented to join the FLSA claims in the Litigation;

WHEREAS, the Parties have engaged in significant discovery and motion practice during the prosecution of the Litigation;

WHEREAS, Defendant issued written discovery requests to the Opt-In Plaintiffs, and took four Opt-In Plaintiff depositions, which informed the Parties’ assessment of the risks of continued litigation;

WHEREAS, the Parties understand that their counsel have thoroughly investigated the facts relating to the claims alleged in the Litigation, including the events and transactions underlying the Litigation, through formal and informal discovery, and have made a thorough study of the legal principles applicable to the

claims being asserted against Defendants;

WHEREAS, the Parties engaged in a full-day mediation with John B. Shipp, Esq. concerning the settlement of the claims and causes of action being asserted against Defendant in the Litigation;

WHEREAS, as a product of such negotiations, the Parties arrived at an agreement to settle the Litigation on the basis described herein (*see* ECF No. 161), subject to Court approval;

WHEREAS, Defendant denies all of the allegations in the Litigation and any and all liability and damages of any kind to anyone with respect to these alleged facts or causes of action asserted in the Litigation, but nonetheless, without admitting or conceding any liability or damages whatsoever, has agreed to settle the Litigation on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing the Litigation;

WHEREAS, the Parties recognize that the outcome in the Litigation is uncertain and that achieving a final result through the litigation process would require substantial additional risk, discovery, time, and expense;

WHEREAS, the Named Plaintiff through Class Counsel has conducted an investigation and evaluation of the facts and law relating to the claims asserted in the Litigation to determine how best to serve the interests of all class and collective members, and believes, in view of the costs, risks, and delay of continued litigation balanced against the benefits of settlement, that the settlement as provided in this Agreement is in the best interests of the class and collective and that the settlement provided in this Agreement represents a fair, reasonable, and adequate resolution of the Litigation;

NOW THEREFORE, the Parties, intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, do hereby agree as follows:

## II. DEFINITIONS

1. “**Class Counsel**” or “**Plaintiff’s Counsel**” means Towards Justice, Tremain Artaza, Fair Work, and Student Borrower Protection Center, which are designated as Class Counsel for purposes of this settlement upon entry of the Order granting preliminary approval.

2. “**Defendant**” and/or “**Ameriflight**” means Ameriflight, LLC.

3. **“Defendant’s Counsel”** means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4. **“Final Approval Order”** means one or more Orders of the Court finally approving this Agreement and the settlement pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b) and Federal Rule of Civil Procedure 23(b)(3).
5. **“Named Plaintiff”** means Kathleen Fredericks.
6. **“Federal Wage Claims”** means claims under the federal Fair Labor Standards Act (FLSA) for unlawful kickbacks of wages and failure to pay wages free-and-clear for the time period of January 30, 2019, through and including February 28, 2025.
7. **“Unlawful Penalty Claim”** means the claim brought by Plaintiff under Texas common law, asserting that the repayment requirement was an unlawful penalty, for the time period of January 30, 2019, through and including February 28, 2025.
8. **“Unlawful Penalty Class”** means the class certified by the Court on November 25, 2024, which is defined as: “Pilots with a Beechcraft 99 repayment agreement who left employment with Ameriflight before the term of the repayment plan was complete.” The Rule 23 class only includes pilots who completed training, and were under the Beechcraft 99 training repayment agreement between January 30, 2019, and February 28, 2025. Pilots who signed repayment agreements for aircraft other than the Beechcraft 99 are not included in the class.
9. **“Opt-in Plaintiffs”** means the nineteen (19) individuals who consented to join the FLSA collective, and continue to be represented by Class Counsel, as set forth in more detail in Section IV.B, *infra*.
10. **“Settlement Effective Date”** means, for any discrete portion of this settlement, the first day after the last of the following occurrences: (i) the issuance of a Final Judgment, (ii) the date on which any objector’s time to appeal the Final Approval Order has expired with no appeal or other judicial review having been taken or sought, or (iii) if an appeal of the Final Approval Order has been timely filed, the date the Final Approval Order is finally affirmed in its entirety with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.
11. **“Settlement Fund”** means the common settlement fund described in Section IV.A, *infra*.

### III. EXHIBITS

The following exhibits are attached to this Agreement.

1. Exhibit A: Notice of Settlement (Opt-in Plaintiffs/Class Members)
2. Exhibit B: Notice of Settlement (Unlawful Penalty Class Members Only)
3. Exhibit C: Notice of Settlement (Opt-in Plaintiffs Only)

### IV. SETTLEMENT TERMS

#### A. Settlement Fund.

Defendant agrees that a common settlement fund in the amount of Four-Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000) will be established by the Settlement Administrator to resolve the claims of the Named Plaintiff, the Opt-in Plaintiffs, and the Unlawful Penalty Class against Defendant.

1. This Settlement Fund is inclusive of any and all alleged damages, liquidated damages, penalties, attorneys' fees, costs, expenses, including reasonable settlement administration costs, and any reasonable service award. The settlement is non-reversionary, meaning that no part of the Settlement Fund shall revert back to the Defendant. The Parties are to each pay their own fees, costs, and expenses, other than those approved by the Court to come from the Settlement Fund.

2. Plaintiff intends to seek approval of the Court to divide this Settlement Fund as follows:

- a. Attorneys' fees in an amount not to exceed \$170,000 for Class Counsel.
- b. Service award of \$10,000 for the Named Plaintiff.
- c. Reasonable litigation costs incurred by Plaintiffs' counsel, in an amount not to exceed \$45,000.
- d. Costs of settlement administration in an amount not to exceed \$10,000.
- e. The remainder of the Settlement Fund ("Net Settlement Fund"), in an amount no less than \$190,000 to be distributed to the Opt-in Plaintiffs and Unlawful Penalty Class pursuant to the allocation formulas described in Section IV.B.2, *infra*.

3. Amounts from attorneys' fees, service awards, settlement administration costs, and litigation costs that are not awarded (and/or, in the case of settlement administration costs, not spent) shall be reallocated to the Net Settlement Fund for allocation to the Opt-in Plaintiffs and Unlawful Penalty Class. The parties agree and understand that the Court has ultimate authority to accept, reject, or modify the

attorneys' fees, service awards, and award of costs, and the settlement is not contingent on the Court's approval of the amounts requested for those items.

4. Each party shall bear their own share of any payroll taxes. The Defendant will bear the employer's share of payroll taxes, which shall be paid separately and not out of the Settlement Fund. The Settlement Administrator will withhold the employees' share of any payroll taxes. Each party shall bear the liability as to their shares of any taxes owed, and the Parties shall not be responsible or liable for taxes owed by other Parties.

5. Any funds left over after the distribution of the settlement funds, i.e., amounts from uncashed checks, shall be distributed on a *cy pres* basis to the NYU Wagner Labor Initiative.

**B. Settlement Classes and Settlement Formulas.**

1. The settlement is on behalf of the following classes/collectives:
  - a. **Opt-in Plaintiffs:** the nineteen (19) individuals who consented to join the FLSA collective during the opt-in period (excluding the four individuals who are no longer represented by Plaintiff's counsel). It does not include individuals who received an opportunity to opt in to the FLSA claims but did not do so.
  - b. **Unlawful Penalty Class:** the class certified by the Court on November 25, 2024, which is defined as: "Pilots with a Beechcraft 99 repayment agreement who left employment with Ameriflight before the term of the repayment plan was complete." The Rule 23 class only includes pilots who completed training, and were under the Beechcraft 99 training repayment agreement between January 30, 2019, and February 28, 2025. Pilots who signed repayment agreements for aircraft other than the Beechcraft 99 are not included in the class.
2. The amounts from the Net Settlement Fund to be distributed to the Opt-in Plaintiffs and Unlawful Penalty Class shall be distributed as follows:
  - a. **Post-Employment Training Payments (Opt-in Plaintiffs and Unlawful Penalty Class):** To the extent that any Opt-in Plaintiff or Unlawful Penalty Class Member made post-employment payments to Defendant pursuant to a training repayment agreement, they will receive an amount equal to the total amount that they paid to Ameriflight and/or any third-party debt collection company, including interest and collection costs. These amounts shall be paid as non-taxable reimbursements, subject to consultation with tax advisors.

- b. **Minimum Wage Claims (Opt-in Plaintiffs):** The amount that remains in the Net Settlement Fund after all Post-Employment Training Payments are reimbursed pursuant to IV.B.2.a. will be distributed among the Opt-in Plaintiffs to resolve their free-and-clear minimum wage claims. This amount will be allocated to Opt-in Plaintiffs proportional to their total regular earnings while employed by Defendant (regular hours x wage rate). These amounts shall be paid 1/2 as W-2 wages and 1/2 as liquidated damages/1099 other income (reported in Box 3).

3. **Calculations and Data:** Class Counsel shall be responsible for performing the calculations of Opt-in Plaintiffs' and Unlawful Penalty Class Members' settlement shares. Defendant shall be responsible for providing requested data, if any, that is reasonably necessary for the approval, fair allocation, or distribution of the Net Settlement Fund (to the extent not already provided), specifically payroll journals and debt collection records.

**C. Notice Process.**

Notice and an opportunity to object to the settlement shall be afforded to all members of the Unlawful Penalty Class. To the extent that members of the Unlawful Penalty Class are also Opt-in Plaintiffs, they will be issued the notice attached as Exhibit A. Otherwise, members of the Unlawful Penalty Class will be issued the notice attached as Exhibit B. Opt-in Plaintiffs who are not also members of the Unlawful Penalty Class will be issued the notice attached as Exhibit C, and will not be provided an opportunity to object to the settlement.

To the extent not already provided, Defendant shall provide to the Plaintiff's counsel and the Settlement Administrator the last known home address, email address, and phone number of the Unlawful Penalty Class members.

A settlement website shall be created using the URL <https://www.traplawsuit.com>, or something similar, which will provide access to each version of the settlement notice, important Court documents, contact information for the settlement administrator and Class Counsel, a form to provide updated contact information, and a form to indicate preference for payment method (check, Venmo, PayPal, Zelle) and other information deemed necessary. The electronic notice packet shall include links to the website.

The Settlement Administrator shall send the notices by first-class mail to the last known address of all Opt-in Plaintiffs and members of the Unlawful Penalty Class. The Settlement Administrator shall also issue a brief notice by text and email (to the extent that telephone numbers and email addresses are available) containing a link to the settlement website. For individuals for whom the mailed notice is undeliverable, the

settlement administrator shall use all reasonable efforts to locate updated addresses and shall promptly mail the notice packets by first-class mail to the updated address.

**Objection process:** Any member of the Unlawful Penalty Class who intends to object to the fairness of the settlement must, no later than 45 days after the notice is sent, serve any such objection on the settlement administrator, who shall promptly forward the object to Class Counsel and Defendant's Counsel. Any objection to the settlement must include: (i) the objector's full name, address, email address, and telephone number; (ii) a written statement of all grounds for the objection; (iii) a statement whether the objector intends to appear at the Final Approval Hearing; and (iv) the objector's signature. If the objector intends to appear at the Final Approval Hearing through counsel, the objection must also state the identity of any attorneys representing the objector who will appear at the Final Approval Hearing.

**D. Plaintiffs Releases.**

1. **Named Plaintiff's General Release:** Kathleen Fredericks hereby releases Defendant of and from all known and unknown claims.

2. **Opt-in Plaintiffs' Release:** All Opt-in Plaintiffs hereby release Defendant of and from all known and unknown claims for an unlawful kickback and/or failure to pay wages free and clear under the Fair Labor Standards Act, and any other claims that were asserted or that could have been asserted under state or federal wage and hour laws based on the facts alleged in the operative complaint.

3. **Unlawful Penalty Class Release:** All members of the Unlawful Penalty Class hereby release Defendant of and from the unenforceable penalty claim that was asserted or could have been asserted based on the facts alleged in the operative complaint.

**E. Non-monetary Terms and Defendant Releases.**

In addition to monetary relief, the parties agree to the following non-monetary terms as part of the settlement:

1. **Training Repayment Agreements Declared Null and Void.**

- a. The parties hereby agree that the training repayment agreements entered into with Defendant by the Opt-in Plaintiffs and members of the Unlawful Penalty Class are null and void, and that the parties to those agreements have no further obligations to each other, to the extent that those obligations may have been created by the agreements.

- b. Defendant hereby releases entitlement to and shall not pursue (and/or shall discontinue) any collection efforts under the training repayment agreements against the Opt-in Plaintiffs and Unlawful Penalty Class Members for any amount, and shall instruct third-party collection agencies and any other entities that may have involvement in collection efforts for Defendant to do the same.
- c. The parties agree that Defendant's release of claims against the Opt-in Plaintiffs and members of the Unlawful Penalty Class, described in this section, is not a discharge of debt but instead is an agreement not to enforce certain contractual provisions. Moreover, Plaintiff takes the position that the monies being released are not valid debts and that efforts to collect the debts are unlawful.
- d. After final approval of the settlement, Defendant will use its best efforts to ensure that notice is provided to the national credit reporting agencies (Experian, Equifax and TransUnion) of the current status of any accounts of the Opt-in Plaintiffs or Unlawful Penalty Class members that may have been reported to said agency.

**2. Non-competition Provision is Declared Null and Void.**

To the extent that any Opt-in Plaintiff or member of the Unlawful Penalty Class signed a version of a training repayment agreement containing an "Agreement of Non-Compete," Defendant agrees not to seek to enforce the non-competition provision, or to represent to entities that a pilot is still under contract with or still employed by Ameriflight or to decline to provide employment and training history upon request (or otherwise refuse to verify employment).

**F. Settlement Approval Process.**

The Parties agree to seek approval of the settlement with the Court in this Matter as follows:

1. **Preliminary Approval:** Class Counsel will file a Motion for Preliminary Approval of Settlement. Class Counsel will simultaneously submit a Proposed Order Preliminarily Approving Settlement, subject to approval by Defendant.

2. **Preliminary Petition for Attorneys' Fees and Costs:** Fourteen days before the objection deadline, Class Counsel shall file a preliminary petition for attorneys' fees and costs, which shall be made available on the settlement website.

3. **Final Approval.** Class Counsel will file a Motion for Final Approval of Settlement. Class Counsel will simultaneously submit a Proposed Final Approval

Order, subject to approval by Defendant. On the date set forth in the Preliminary Approval Order, the Court will hold a final Fairness Hearing, at which time the Court will decide (either at the hearing or by subsequent order) (1) whether to finally approve the Settlement as fair, reasonable, and adequate, and (2) any petitions for attorneys' fees, costs, or service awards.

4. **Effect of No Approval:**

- a. If the Court does not preliminarily approve the settlement, including the settlement approval process, the Parties agree to confer and work cooperatively to take all reasonable steps to obtain preliminary and final settlement approval.
- b. If the settlement does not receive final approval from the Court, this Agreement is null and void. Nonetheless, the Parties agree to confer and to work cooperatively to take all reasonable steps to determine the best path to final approval of the settlement and attempt to address any concerns that the Court may have with the proposed settlement. However, if the settlement still is not approved, this Agreement will be null and void. Neither party shall be prejudiced by the delay caused by the settlement approval process, and neither party shall use the settlement approval process or any aspects of the parties' agreement as an admission in any proceeding.

G. **Settlement Administration.**

If the Court grants preliminary approval of this Agreement, the settlement will be administered by Atticus Administration, LLC, a third-party administrator ("Settlement Administrator"). The Settlement Administrator shall have the following duties: (1) establishment and administration of the settlement websites and issuance of notices (with follow-up as necessary); (2) responding to class members' inquiries; (3) collection of updated contact information and objections; (4) providing updates to counsel on the results of the notice process on an at least biweekly basis; (5) issuing settlement payments; and (6) calculating taxes owed by Defendant for payments issued and separately billing Defendant for those tax payments; (7) issuing tax forms to class members; and (8) any other responsibilities reasonably necessary to facilitate the settlement approval and payment process. The Settlement Administrator shall also be responsible for establishing the Qualified Settlement Fund, as set forth in more detail in Section IV.H, *infra*.

#### **H. Qualified Settlement Fund.**

The Settlement Administrator shall be responsible for establishing a Qualified Settlement Fund. Defendant shall deposit \$125,000 into the Qualified Settlement Fund established by the Settlement Administrator by January 19, 2026, or 35 days after an order from the Court granting final approval of the settlement, whichever is later. Class Counsel or the Settlement Administrator shall provide banking instructions to Defendant's counsel.

Subsequent to the initial deposit, Defendant shall deposit a total of \$300,000 into the Qualified Settlement Fund in monthly installments. Defendant shall make twelve (12) monthly deposits into the Qualified Settlement Fund of \$25,000 each, with the first monthly payment due 30 days after the initial deposit.

#### **I. Timeline for Notice.**

The parties agree to the following timeline for data production and the notice process:

1. No later than January 22, 2026, Defendant shall provide to Class Counsel an accounting of all training repayments made, post-employment, to Defendant, or any third-party debt collector retained by Defendant, by the Opt-in Plaintiffs and members of the Unlawful Penalty Class. The Parties agree that Defendant will exercise due diligence and its best efforts to provide such accounting and will confer with Class Counsel regarding any identified accounting discrepancies.

2. The Settlement Administrator shall create the settlement websites and prepare the notice packets for review by counsel no later than two weeks after the Court grants preliminary approval, and counsel for both parties shall have one week to review the websites and notice packets (until no later than three weeks after the Court grants preliminary approval).

3. The notices shall be disseminated and the website shall go live no later than one week after the deadline for counsel to review the website and notice packets (no later than four weeks after the Court grants preliminary approval).

4. The Parties agree that if issues arise with respect to the deadlines to produce data or other information in Section I of this Agreement, they will work cooperatively to remedy any issues so that the entire Agreement remains in force and without prejudice to the Parties' rights under the Agreement.

#### **J. Issuance of payments.**

The Settlement Administrator shall issue payments to Opt-in Plaintiffs and Unlawful Penalty Class Members, representing full reimbursement of post-employment

training repayments, from the Qualified Settlement Fund within 30 days after the Settlement Effective Date. Payment shall be made based on preference (check, Venmo, PayPal, Zelle). If no preference is indicated, or if adequate information is not provided to implement that preference, payment shall be made by check, which shall expire within 120 days of issuance.

Within 120 days after the Settlement Effective Date (after Defendant makes the third monthly installment payment of \$25,000), the Settlement Administrator shall issue payment to the Opt-in Plaintiffs, representing their Minimum Wage damages. The Settlement Administrator shall also invoice Defendant for the employer-share of payroll taxes at the time these payments are issued.

Within 150 days after the Settlement Effective Date (after Defendant makes the fourth monthly installment payment of \$25,000) the Settlement Administrator shall issue payment to itself for the Court-approved amount of settlement administration costs.

Within 180 days after the Settlement Effective Date (after Defendant makes the fifth monthly installment payment of \$25,000), the Settlement Administrator shall issue payment representing reimbursement of litigation costs to Towards Justice, Tremain Artaza, Fair Work, and Student Borrower Protection Center, in the amounts approved by the Court.

Within 360 days after Settlement Effective Date (after Defendant has completed all monthly installment payments), the Settlement Administrator shall issue payment representing attorneys' fees to Towards Justice, Tremain Artaza, Fair Work, and Student Borrower Protection Center, in the amounts approved by the Court.

If any settlement checks are returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the person (including using the Social Security Number of that individual and any other identifying information and/or by contacting the person via email or telephone). Upon request, the Settlement Administrator will promptly reissue checks that were mailed but not cashed during the 90-day time period to deposit/cash checks from the settlement. Any settlement check that remains undeliverable or is not cashed after all checks have expired shall be cancelled and voided, and remaining monies (after any applicable cancellation or void fees) shall be distributed on a *cy pres* basis to NYU Wagner Labor Initiative without further order of the Court.

**K. No Admission of Liability.**

By entering into this Agreement, Defendant admits no liability of any kind, and Defendant expressly denies any liability or wrongdoing. Accordingly, the Parties agree that none of them has prevailed, nor shall this Agreement be construed as evidence that

any party has prevailed in this matter or that any alleged damages exist. This Agreement shall not be construed as a concession by Defendant that any of its affirmative defenses are not valid and supported by the facts; to the contrary, Defendant expressly asserts that all of its affirmative defenses are valid in law and fact, including without limitation or offset, which includes but is not limited to all damages suffered by Defendant. This Agreement shall not be admissible in any court or other proceeding except as necessary in connection with a claim of breach of this Agreement or an effort to enforce this Agreement.

**L. Confidentiality.**

Named Plaintiff and Class Counsel, including their respective agents, agree that the settlement negotiations, including all matters related to the mediation of this case, are to remain strictly confidential and shall not be disclosed unless required by law or judicial process, or as permitted by Paragraphs IV(C) and IV(F) herein. The confidentiality requirements in this Paragraph do not extend to the amount paid in settlement.

**M. Choice of Law.**

The enforcement of this Agreement shall be governed and interpreted by and under the laws of the State of Texas whether or not any party is or may hereafter be a resident of another state.

**N. Extension of Time.**

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice to the Court, subject to Court approval as to Court dates.

**O. No Waivers, Modifications, Amendments.**

This Agreement constitutes the entire agreement of the Parties concerning the subjects contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**P. Court Retains Jurisdiction To Enforce Agreement.**

The United States District Court for the Northern District of Texas shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement. Any questions regarding the scope of the release of the Settlement Agreement as it applies to any other litigation in any state or federal court in the United States shall be determined by the state or federal court where such other litigation is taking place.

**Q. Agreement to Cooperate.**

The Parties acknowledge that it is their intent to consummate this settlement, and they agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

**R. Notice.**

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Defendants, Defendants' Counsel, or Plaintiffs, or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below:

As to Class Counsel or Plaintiffs:

Rachel Dempsey  
**TOWARDS JUSTICE**  
PO Box 371680, PMB 44465  
Denver, CO 80237-5680  
rachel@towardsjustice.org

Rachel Smit  
**FAIR WORK, P.C.**  
192 South Street, Suite 450  
Boston, MA 02111  
rachel@fairworklaw.com

Ashley Tremain  
**TREMAIN ARTAZA PLLC**  
4925 Greenville Ave Ste. 200  
Dallas, TX 75206  
ashley@tremainartaza.com

As to Defendants' Counsel:

John M. Barcus  
 Shaina E. Hicks  
**OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**  
 8117 Preston Road, Suite 500  
 Dallas, Texas 75225  
 john.barcus@ogletree.com  
 shaina.hicks@ogletree.com


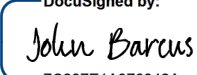
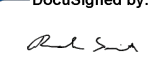
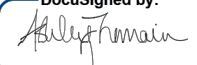
**S. Counterparts.**

The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Class Representatives and Defendants had signed the same instrument. Any signature made electronically and/or transmitted by facsimile for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the signing party.

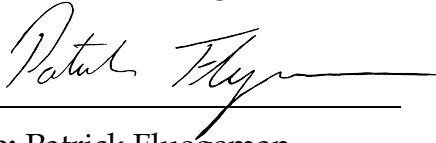
**T. Corporate Signatories.**

Each party executing this Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so. Any person executing this Agreement or any such related documents on behalf of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto that such person is duly authorized by such corporation to execute this Agreement or any such related documents.

APPROVED AS TO FORM:

<p><b>Class Counsel</b>  <small>DocuSigned by:</small>                  By: <u></u>  <small>DE1820B4E7064F9...</small>                  Name: <u>Rachel Dempsey</u>                  Date: <u>1/14/2026</u></p>	<p><b>Defendant's Counsel</b>  <small>DocuSigned by:</small>                  By: <u></u>  <small>70297E1A970942A...</small>                  Name: <u>John Barcus</u>                  Date: <u>1/14/2026</u></p>
<p><b>Class Counsel</b>  <small>DocuSigned by:</small>                  By: <u></u>  <small>4CD9705211D2450...</small>                  Name: <u>Rachel Smit</u>                  Date: <u>1/14/2026</u></p>	<p><b>Class Counsel</b>  <small>DocuSigned by:</small>                  By: <u></u>  <small>D2DD48A43295462...</small>                  Name: <u>Ashley Tremain</u>                  Date: <u>1/14/2026</u></p>

<p><b>Named Plaintiff Kathleen Fredericks, individually</b></p> <p>DocuSigned by: <i>Kathleen Fredericks</i> 7C95F6A66F6B42A...</p> <p><b>By:</b> _____</p> <p><b>Name:</b> <u>Kathleen Fredericks</u></p> <p><b>Date:</b> <u>1/14/2026</u></p>	<p><b>Defendant Ameriflight, LLC</b></p> <p><b>By:</b> _____</p> <p><b>Name:</b> <u>Patrick Fluegeman</u></p> <p><b>Title:</b> <u>President and CEO</u></p> <p><b>Date:</b> _____</p>
<p><b>Named Plaintiff Kathleen Fredericks, on behalf of the Unlawful Penalty Class</b></p> <p>DocuSigned by: <i>Kathleen Fredericks</i> 7C95F6A66F6B42A...</p> <p><b>By:</b> _____</p> <p><b>Name:</b> <u>Kathleen Fredericks</u></p> <p><b>Title:</b> <u>Class Representative</u></p> <p><b>Date:</b> <u>1/14/2026</u></p>	

<p><b>Named Plaintiff Kathleen Fredericks, individually</b></p> <p><b>By:</b> _____</p> <p><b>Name:</b> <u>Kathleen Fredericks</u></p> <p><b>Date:</b> _____</p>	<p><b>Defendant Ameriflight, LLC</b></p> <p><b>By:</b> <u></u></p> <p><b>Name:</b> <u>Patrick Fluegeman</u></p> <p><b>Title:</b> <u>President and CEO</u></p> <p><b>Date:</b> <u>January 14, 2026</u></p>
<p><b>Named Plaintiff Kathleen Fredericks, on behalf of the Unlawful Penalty Class</b></p> <p><b>By:</b> _____</p> <p><b>Name:</b> <u>Kathleen Fredericks</u></p> <p><b>Title:</b> <u>Class Representative</u></p> <p><b>Date:</b> _____</p>	

# **EXHIBIT A**



United States District Court  
*Fredericks v. Ameriflight, LLC*  
Case No. 3:23-cv-01757-X

# Settlement Notice

*Authorized by the U.S. District Court*



## Why did you get this notice?

This notice is to tell you that the lawsuit you consented to join back in January 2025, *Fredericks v. Ameriflight*, has settled. **You are entitled to money as part of the settlement.** This notice tells you how to get more information about the settlement and to ensure that you receive all payments owed to you.

## How much money will I receive? The monetary part of the settlement has two parts:

<b>Reimbursement for training payments made after you left Ameriflight</b>	Based on Ameriflight’s records, you made a total of \$[insert] in payments to Ameriflight under the training repayment agreement. If the Court approves the settlement, you will receive this entire amount by check, unless you choose an alternative payment option (Venmo, PayPal, Zelle).
<b>Minimum wage damages</b>	If the Court approves the settlement, approximately [X] months after the first payment, you will receive a second payment of \$ [insert], which represents compensation for the minimum wage violations alleged in this lawsuit.

You can choose your payment option and learn more at: [\[website\]](#), or scan the QR code.

## What else is included in the settlement?

As part of the settlement, Ameriflight has agreed to declare that its training repayment agreement with you is null and void. This means that you have no further obligations to Ameriflight under the agreement.

You will release Ameriflight of and from all known and unknown claims for an unlawful kickback and/or failure to pay wages free and clear under the Fair Labor Standards Act, and any other claims that were asserted or that could have been asserted under state or federal wage and hour laws based on the facts alleged in the operative complaint.

You will also release Ameriflight of and from the unenforceable penalty claim that was asserted or could have been asserted based on the facts alleged in the operative complaint.

A complete copy of the settlement agreement that you will be considered a party to is available at [\[website\]](#).

If you want to object to the settlement, you must follow the instructions included on the website at \_\_\_\_\_. You must submit your objection no later than [objection deadline].

**Court-Approved  
Legal Notice**



This is an important notice about a  
class action lawsuit.

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<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

# **EXHIBIT B**



United States District Court  
*Fredericks v. Ameriflight, LLC*  
Case No. 3:23-cv-01757-X

# Settlement Notice

*Authorized by the U.S. District Court*



## Why did you get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Fredericks v. Ameriflight*, brought on behalf of pilots who worked for Ameriflight under a training repayment agreement. You received this notice because **you have been identified as a member of the group of people affected**, called the “class,” and **you may be entitled to money as part of the settlement**. This notice tells you how to get more information about the settlement.

**Did you fly for Ameriflight under a Beechcraft 99 training repayment agreement between January 30, 2019, and February 28, 2025? If the answer is yes, then you are class member.**

Your options:	More about each option:
<b>Do Nothing</b>	(1) If the Court approves the settlement, you will be issued a check for \$[insert amount] to the address on this notice, unless you choose an alternative payment option (Venmo, PayPal, Zelle); (2) If the Court approves the settlement, the training repayment agreement between you and Ameriflight will be declared null and void; and (3) If the Court approves the settlement, you will give up the right to sue Ameriflight for any claims alleging the inclusion of an unlawful penalty provision in its training repayment agreement.
<b>Object</b>	Tell the Court why you don't like the settlement.  If you want to object to the settlement, you must follow the instructions included on the website at _____. You must submit your objection no later than [objection deadline].

**You can choose your payment option and learn more at: [website], or scan the QR code.**

**When will the Court make a decision about the settlement? The Fairness Hearing is scheduled for [Fairness Hearing Date].**

### Key things to know:

- This is an important legal document.
- If you take no action, you will still be bound by the settlement, and your rights will be affected.

- If you have questions or need assistance, please call [phone number]

**Court-Approved  
Legal Notice**



This is an important notice about a  
class action lawsuit.

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<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
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<<COUNTRY>>

# **EXHIBIT C**



United States District Court  
*Fredericks v. Ameriflight, LLC*  
Case No. 3:23-cv-01757-X

# Settlement Notice

*Authorized by the U.S. District Court*



## Why did you get this notice?

This notice is to tell you that the lawsuit you consented to join back in January 2025, *Fredericks v. Ameriflight*, has settled. **You are entitled to money as part of the settlement.** This notice tells you how to get more information about the settlement and to ensure that you receive all payments owed to you.

## How much money will I receive? The monetary part of the settlement has two parts:

<b>Reimbursement for training payments made after you left Ameriflight</b>	Based on Ameriflight’s records, you made a total of \$[insert] in payments to Ameriflight under the training repayment agreement. If the Court approves the settlement, you will receive this entire amount by check, unless you choose an alternative payment option (Venmo, PayPal, Zelle).
<b>Minimum wage damages</b>	If the Court approves the settlement, approximately [X] months after the first payment, you will receive a second payment of \$ [insert], which represents compensation for the minimum wage violations alleged in this lawsuit.

You can choose your payment option and learn more at: [\[website\]](#), or scan the QR code.

## What else is included in the settlement?

As part of the settlement, Ameriflight has agreed to declare that its training repayment agreement with you is null and void. This means that you have no further obligations to Ameriflight under the agreement.

You will release Ameriflight of and from all known and unknown claims for an unlawful kickback and/or failure to pay wages free and clear under the Fair Labor Standards Act, and any other claims that were asserted or that could have been asserted under state or federal wage and hour laws based on the facts alleged in the operative complaint.

A complete copy of the settlement agreement that you will be considered a party to is available at [\[website\]](#).

### Key things to know:

- This is an important legal document.
- If you have questions or need assistance, please call [\[phone number\]](#)

**Court-Approved  
Legal Notice**



This is an important notice about a  
class action lawsuit.

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