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7 Attorneys for Plaintiffs  
8 AEROLEASE ASSOCIATES, LLC;  
AEROLEASE WEST, LLC, and  
9 AEROLEASE LONG BEACH

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Executive Officer/Clerk of Court,  
By S. Ruiz, Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES**

13 AEROLEASE ASSOCIATES LLC, a California  
limited liability company; AEROLEASE WEST  
14 LLC, a California limited liability company;  
AEROLEASE LONG BEACH dba AEROPLEX  
15 AVIATION, a California general partnership;

16 Plaintiffs,

17 vs.

18 CURT CASTAGNA, an individual; and DOES 1  
through 50, inclusive,

19 Defendants.  
20  
21  
22  
23  
24  
25

CASE NO. **24STCV12315**

**COMPLAINT FOR:**

- 26 **(1) DECLARATORY RELIEF;**
- 27 **(2) CONVERSION;**
- 28 **(3) BREACH OF FIDUCIARY DUTY;**
- (4) UNFAIR COMPETITION;**
- (5) CONSTRUCTIVE TRUST;**
- (6) ACCOUNTING; AND**
- (7) VIOLATION OF CALIFORNIA  
PENAL CODE SECTION 502**

**RESERVATION OF RIGHT TO  
ARBITRATE DISPUTE**

1 Plaintiffs Aerolease Associates LLC, Aerolease West, LLC and Aerolease Long Beach,  
2 complain and allege as follows:

3 **THE PARTIES**

4 1. Plaintiff AEROLEASE ASSOCIATES LLC (“AA”) is, and all relevant times  
5 mentioned herein was, a limited liability company organized and existing under the laws of the  
6 State of California, with its principal office in Long Beach, California and its principal place of  
7 business in Van Nuys, California. AA operates, leases, and manages airport hangars and office  
8 space at the Van Nuys Airport in Los Angeles County, California.

9 2. Plaintiff AEROLEASE WEST LLC (“AW”) is, and all relevant times mentioned  
10 herein was, a limited liability company organized and existing under the laws of the State of  
11 California, with its principal office in Long Beach, California and its principal place of business  
12 in Van Nuys, California. AW operates, leases, and manages airport hangars and office space at  
13 the Van Nuys Airport in Los Angeles County, California.

14 3. Plaintiff AEROLEASE LONG BEACH dba AEROPLEX AVIATION (“ALB”) is,  
15 and at all relevant times mentioned herein was a general partnership organized and existing under  
16 the laws of the State of California with its principal place of business in Long Beach, California.  
17 The ALB partners are made up of AW (2/3rds) and Widark Corporation, a California corporation  
18 (hereinafter, “Widark”) (1/3rds). AW is ALB’s managing general partner. ALB operates, leases,  
19 and manages airport hangars and office space at the Long Beach Airport in Los Angeles County,  
20 California. It also pays certain overhead and other administrative costs for AA and AW pursuant  
21 to a written Cost-Sharing Agreement.

22 4. Aerolease Associates LLC, Aerolease West LLC, and Aerolease Long Beach  
23 collectively conduct business under the name Aeroplex / Aerolease Group. They are hereinafter  
24 collectively referred to as “Plaintiffs” or “Aeroplex / Aerolease Group”

25 5. Plaintiffs are informed and believe, and thereon allege, that Defendant Curt  
26 Castagna (“Castagna”) is an individual who resides in Orange County, California, and conducts  
27 business in Los Angeles County, California. Castagna is a 5% owner of AA, a 25% owner of  
28 Widark, and, at all times relevant hereto and prior to his termination in May 2024, was the Manager

1 of AA and AW, the Managing Partner of ALB, and the President / Chief Executive Officer of  
2 Widark.

3 6. The true names and capacities, whether individual, corporate, associate or  
4 otherwise, of Defendants Does 1 through 50, inclusive, are unknown to Plaintiffs, who therefore  
5 sue these Defendants by their fictitious names. Plaintiffs are informed and believe, and based  
6 thereon allege, that each of the Defendants designated herein as a fictitiously named Defendant is  
7 in some manner responsible for the events and happenings herein referred to, either contractually  
8 or tortuously, and caused the damage to Plaintiffs as herein alleged. When Plaintiffs ascertain the  
9 true names and capacities of Does 1 through 50, inclusive, Plaintiffs will ask leave of this Court  
10 to amend their Complaint by setting forth the same.

11 7. Plaintiffs are informed and believe, and based thereon allege, that at all times  
12 mentioned herein each of the Defendants was, and now is, an agent, servant, and/or employee of  
13 its Co-Defendants, and each of them, and in doing or omitting to do the acts and things herein  
14 complained of, was acting within the course and scope of said agency, service or employment, and  
15 that all of said acts or omissions were authorized or ratified by said Co-Defendants, or were done  
16 with their knowledge and/or consent.

### 17 **JURISDICTION AND VENUE**

18 8. Jurisdiction in this Court is proper, as each of the causes of action set forth in this  
19 Complaint arise under California law, because (i) the amount of damages in controversy is within  
20 the jurisdiction of the Superior Court and (ii) because the acts giving rise to this action occurred  
21 in the County of Los Angeles, in the State of California.

22 9. Venue is proper in this judicial district pursuant to California Code of Civil  
23 Procedure Section 395(a) because the specific acts giving rise to this lawsuit, which are described  
24 in detail more fully below, occurred within this Court's jurisdiction.

### 25 **FACTUAL ALLEGATIONS**

#### 26 **The Aeroplex / Aerolease Group**

27 10. For almost 50 years, the Aeroplex / Aerolease Group has owned, operated, leased,  
28 and managed hangar facilities and other property at the Van Nuys and Long Beach airports in Los

1 Angeles County, California. Today, it proudly services some of the largest aviation companies in  
2 the world and carefully safeguards hundreds of millions of dollars in planes and other property.  
3 Aeroplex / Aerolease Group has a pristine reputation for adhering to Airport rules and regulations,  
4 and manages airport hangars for fortune 500 companies.

5 11. Plaintiffs' hangar space and other property on the West side of the Van Nuys airport  
6 is operated, leased, and managed by AW, a Manager-managed limited liability company. Milton  
7 Widelitz was the company's Manager until his death in 2010. Today, the Widelitz and Arkin  
8 families collectively own 100% of AW.

9 12. Plaintiffs' hangar space and other property on the East side of the Van Nuys airport  
10 is operated, leased, and managed by AA, a Manager-managed limited liability company. Milton  
11 Widelitz was the company's Manager from 2006 until his death in 2010. Today, 65.5% of AA's  
12 ownership still resides with members of the Widelitz family. Other owners include Clare Salstrom  
13 (17.5%), Marjorie Bender (5%), Curt Castagna (5%), Cindy Goodfellow (3%) and the Virginia  
14 Garcia Trust (3%).

15 13. Plaintiffs' hangar space and other property at the Long Beach airport is operated,  
16 leased, and managed by ALB, a general partnership. ALB is owned by AW (67%) and Widark  
17 (33%). AW is the general partner of ALB. In addition to managing the Long Beach airport  
18 operations, ALB also incurs and pays for overhead and administrative costs and expenses that are  
19 shared between AA and AW. Plaintiffs are informed and believe that these costs and expenses  
20 were initially shared pursuant to a system devised by Milton Widelitz and agreed to by George  
21 Arkin. Plaintiffs are further informed and believe that on or around September 3, 2019, Castagna  
22 prepared and signed, unbeknownst to the AW and AA members, a written Cost-Sharing  
23 Agreement (the "Cost-Sharing Agreement") which included Castagna's company, Aeroplex  
24 Group Partners LLC ("AGP"), in the cost sharing. These costs include, but are not limited to,  
25 accounting, clerical, and general business services, (i.e., employee payroll, workers compensation,  
26 rent for the companies' office space in Long Beach, California) and other operating costs. The  
27 cost sharing was based on a formula calculated on the annual income for the previous year.

28 /

1 **Castagna Takes Over as Manager and Almost Immediately Forms a Competing Company,**  
2 **Aeroplex Group Partners, LLC, Creating Market Confusion**

3 14. Castagna has worked for the Aeroplex / Aerolease Group in one capacity or another  
4 since the early 1980s. Since then he has ingratiated himself with and gained the trust of the  
5 Widelitz and Arkin families. Over the years, he became almost like a member of the families,  
6 even acting as the wedding officiant at Milton Widelitz' grandson in 2016 and his granddaughter  
7 in 2017.

8 15. In or around May 2010, Castagna became Manager of AA and AW following the  
9 death of Milton Widelitz. As such, he became the Managing Partner of ALB. He was appointed  
10 President/Chief Executive Officer of Widark in or around August 2010.

11 16. As the Manager of AA and AW, Castagna had nearly unfettered control over the  
12 entities' day-to-day operations and finances. The Members of AA and AW trusted Castagna in  
13 this role. They had no reason not to.

14 17. Unbeknownst to Plaintiffs at the time, in or around 2013, Castagna formed an entity  
15 called Aeroplex Group Partners LLC ("AGP"), a consulting company that also manages airport  
16 hangars throughout Southern California. Castagna formed AGP using funds from AA and AW.  
17 Plaintiffs are informed and believe that AGP was created to compete with and siphon business  
18 away from the Aeroplex / Aerolease Group by entering into agreements to manage and/or lease  
19 hangars owned by companies that did not conduct business with Plaintiffs. Plaintiffs are further  
20 informed and believe, and based thereon allege, that AGP's name – Aeroplex Group Partners –  
21 was specifically chosen by Castagna to create confusion regarding AGP's association with the  
22 Aeroplex / Aerolease Group.

23 18. Castagna did not tell any of Plaintiffs' members that he had created and was running  
24 a competing business. Instead, these members first learned about AGP beginning in 2015 when  
25 Castagna mentioned the company in a monthly Aerolease Report. When questioned about the  
26 previously undisclosed entity, he mollified the Arkin and Widelitz families concerns by assuring  
27 them that they were majority owners of AGP and that the joint venture would be profitable for all.  
28

1           19.     By 2019, and around the time AGP was starting to turn a profit, Castagna decided  
2 he was not satisfied being a minority owner in AGP, despite the fact that the company would not  
3 exist but for Plaintiffs’ contributions. Castagna demanded a bigger stake in AGP and the  
4 Members, feeling pressured to keep Castagna happy, obliged. Aerolease Associates and Aerolease  
5 West sold back 25% of their respective ownership interests in AGP to Castagna, and his son Justin,  
6 for pennies on the dollar—leaving the Members with just a 20% ownership interest in AGP despite  
7 the fact that the Aeroplex / Aerolease Group was still covering AGP’s costs which continued to  
8 increase as its business expanded.

9           20.     Plaintiffs are informed and believe, and based there on allege, that Castagna’s focus  
10 shifted from the Aeroplex / Aerolease Group to AGP and other business ventures. For example,  
11 Plaintiffs are informed and believe that Castagna began spending the majority of his time working  
12 on AGP’s behalf to the detriment of the Aeroplex / Aerolease Group. Plaintiffs are also informed  
13 and believe that Castagna expanded and utilized Plaintiffs’ offices, supplies, and employees for  
14 AGP’s operations without providing fair compensation to the Aeroplex / Aerolease Group.

15           21.     Plaintiffs are informed and believe, and based thereon allege that Castagna also  
16 started publicly referring to and branding the Aeroplex / Aerolease Group as “Aeroplex Group  
17 Partners” in order to sow confusion and represent the entities as a single business enterprise. For  
18 example, he rebranded Plaintiffs’ website ([www.aeroplex.net](http://www.aeroplex.net)) and social media accounts so that  
19 that they referred to Aeroplex Group Partners as opposed to the Aeroplex / Aerolease Group.  
20 Castagna was repeatedly instructed to maintain the companies’ separateness and to cease holding  
21 out to the public that the companies were one and the same, but he refused to do so. In addition  
22 to the website and social media accounts, Castagna also placed signage inside and outside of  
23 Plaintiffs’ Long Beach office which referred to AGP as opposed to the Aeroplex / Aerolease  
24 Group, and instructed Plaintiffs’ employees to wear AGP branded shirts. He also changed  
25 employee email signature blocks to say “Aeroplex Group Partners” and changed information on  
26 various leasing websites to say the same. He also started advertising business ventures that had  
27 nothing to do with the Aeroplex / Aerolease Group at Plaintiff’s facilities.  
28

1           22.     Castagna also provided limited and/or confusing financial records which made it  
2 difficult or impossible to decipher the extent to which he was utilizing Plaintiffs’ funds for the  
3 operation of AGP.

4           23.     Plaintiffs are informed and believe, and based thereon allege, that Castagna also  
5 took a time-consuming job with the National Air Transportation Association (“NATA”) in  
6 Washington D.C., which Plaintiffs are informed pays Castagna more than six figures a year.  
7 Despite holding this job and admitting that he was spending 95% of his time working on AGP  
8 tasks, Castagna did not reduce his overall compensation at the Aeroplex / Aerolease Group.  
9 Instead, he utilized more of Plaintiffs’ resources, by nearly doubling the number of employees and  
10 paying existing employees increased salaries, to take over tasks that that he and his son Justin  
11 previously performed for the Aeroplex / Aerolease Group. Castagna also hired his children to  
12 perform tasks for AGP and paid them using Plaintiffs’ funds. For example, Castagna employs his  
13 daughter to perform social media services for a retainer of \$5,000 a month using Plaintiffs’ funds.

14           24.     In or around January 2024, Castagna threatened to quit his positions with the  
15 Aeroplex / Aerolease Group unless AA and AW sold back their remaining ownership interests in  
16 AGP. Refusing to be bullied, Plaintiffs’ members demanded that Castagna provide them with the  
17 Aeroplex / Aerolease Group’s governing documents and other items, including certain financial  
18 records, sufficient to perform a valuation of their interests in AGP. Castagna provided the P&L  
19 and balance sheet for 2023, but did not provide any current financials for AGP and refused to  
20 provide details regarding pending and future business opportunities that he had contracted for with  
21 AGP.

22           25.     As part of their due diligence for the demanded 2024 transaction, Plaintiffs’  
23 members discovered that Castagna had entered into various agreements that were never previously  
24 disclosed to the members of the Aeroplex / Aerolease Group. For example, Castagna did not fully  
25 disclose the Cost-Sharing Agreement or the fact that it included a provision that required the  
26 Aeroplex / Aerolease Group to subsidize nearly all of AGP’s costs. Castagna also did not tell the  
27 members that on or around February 28, 2020, Castagna caused ALB and AGP to enter into a  
28 written Management Services Agreement (the “MSA”) pursuant to which AGP agreed to

1 compensate ALB for certain accounting, clerical, and general business services that ALB  
2 historically provided to AGP. Plaintiffs are informed and believe, and based thereon allege the  
3 MSA was intended solely to create a facade of legitimacy and to conceal Castagna's use of the  
4 Aeroplex / Aerolease Group's assets and resources for Castagna and AGP's benefit.

5 26. Plaintiffs are informed and believe, and based thereon allege, that Castagna has also  
6 used company investments to personally enrich himself. For example, Castagna encouraged AA  
7 to purchase an interest in certain property at the Dallas Ft. Worth Airport. AA did so at Castagna's  
8 suggestion in order to geographically diversify, and directed Castagna to invest \$200,000 into the  
9 business venture. Castagna then convinced the AA's owners to invest in another Van Nuys Airport  
10 project instead of the previously discussed Texas opportunity. Additionally, Plaintiffs are  
11 informed and believe that Castagna, through his family trust, received a 1.33% interest in that  
12 same project, despite the fact that he did not contribute any capital.

13 **Castagna is Terminated as Manager of AA and AW**

14 27. On April 30, 2024, members constituting 65.5% of the ownership interest in AA  
15 executed a written consent (the "AA Written Consent") removing Castagna as AA's Manager, and  
16 appointing Bryce Widelitz as the company's new Manager, effective immediately. A true and  
17 correct copy of the AA Written Consent is attached as **Exhibit 1**.

18 28. Also on April 30, 2024, the members of AW unanimously executed a written  
19 consent (the "AW Written Consent") removing Castagna as AW's Manager, and appointing Bryce  
20 Widelitz as the company's new Manager, effective immediately. A true and correct copy of the  
21 AW Written Consent is attached as **Exhibit 2**.

22 29. The AW Written Consent further resolved to (a) terminate the MSA between ALB,  
23 of which AW is the Managing General Partner, and AGP, effective immediately and (b)  
24 immediately expel AGP from ALB's Long Beach facility. On May 10, 2024, AW's new  
25 Manager, Bryce Widelitz, formally terminated the MSA between ALB and AGP effective  
26 immediately.

27 30. On May 6, 2024, Castagna met in-person with members of the Widelitz and Arkin  
28 families at Plaintiffs' Long Beach office. During that meeting Castagna was presented with a



1 copy of the AW Written Consent and AA Written Consent and that he had been terminated as  
2 Manager and would be replaced by Bryce Widelitz. Castagna was also informed that AW,  
3 acting in its capacity as ALB's majority partner, further resolved to terminate him from ALB,  
4 effectively immediately.

5 31. Section 7.4.1 of AA's Operating Agreement provides as follows:

6 7.4.1. Any action which may be taken at any annual or special  
7 meeting MEMBERS may be taken without a meeting and without  
8 prior notice if a consent in writing set forth the action so taken, shall  
9 be signed by MEMBERS holding in the aggregate the number of  
10 votes equal to or greater than the vote of the holders of a Majority-  
11 In-Interest of the MEMBERS, ***unless a lesser vote is provided for by  
this Agreement or the Statute***; provided, however, that any action  
12 which by the terms of this Agreement or by the Statute is required to  
13 be taken pursuant to a greater vote of the MEMBERS may be taken  
14 only by a written consent which has been signed by MEMBERS  
15 holding the requisite number of votes.

16 32. California Corporations Code Section 17704.07(c)(5) provides that "[a] manager  
17 may be removed at any time by the consent of a majority of the members without cause subject  
18 to the rights, if any, of the manger under any service contract with the limited liability company  
19 ...."

20 33. Section 6.7 of AW's Operating Agreement states:

21 6.7 SUBSTITUTE MANAGER. In the event of the death,  
22 permanent disability or resignation of Widelitz as MANAGER, Curt  
23 Castagna ... shall be become MANAGER (but not a MEMBER) of  
24 the LLC. The MEMBERS by a vote of two-thirds (2/3) or more of  
25 the Percentage Interests shall have the right to remove either  
26 substitute MANAGER and elect a successor.

27 34. Section 7.4.1 of AW's Operating Agreement provides as follows:

28 7.4.1. Any action which may be taken at any annual or special  
meeting MEMBERS may be taken without a meeting and without  
prior notice if a consent in writing set forth the action so taken, shall  
be signed by MEMBERS holding in the aggregate the number of  
votes equal to or greater than the vote of the holders of a Majority-  
In-Interest of the MEMBERS, unless a lesser vote is provided for by  
this Agreement or the Statute; provided, however, that any action  
which by the terms of this Agreement or by the Statute is required to  
be taken pursuant to a greater vote of the MEMBERS may be taken  
only by a written consent which has been signed by MEMBERS  
holding the requisite number of votes.



1 been changed. Plaintiffs' electronic files, IT systems, financial records, bank accounts, emails,  
2 tenant information, employee information, payroll documents, website, and social media accounts  
3 are collectively referred to herein as Plaintiffs' "Confidential Business Information."

4 39. Plaintiffs are informed and believe, and based thereon allege, that Castagna also  
5 contacted several of the Aeroplex / Aerolease Group's employees and instructed them not to report  
6 to work following the May 6, 2024 meeting. Plaintiffs are further informed and believe that, after  
7 May 6, 2024, Castagna utilized Plaintiffs' employees for AGP's business, under the false pretense  
8 that he is permitted to do so as Manager, Managing Partner, and President/Chief Executive Officer  
9 of the Aeroplex / Aerolease Group.

10 40. Plaintiffs are informed and believe, and based thereon allege, that, after May 6,  
11 2024, Castagna also began contacting and misleading Plaintiff's tenants for his benefit. For  
12 example, Castagna approached an ALB tenant, Vector One, and induced it to execute a parking  
13 lease with one of AGP's clients. Further, Plaintiffs are informed and believe that Castagna  
14 continued to communicate directly with Plaintiffs' tenants and publicly represented himself as a  
15 company representative.

16 41. As of the filing of this action, Castagna has refused, and continues to refuse to cede  
17 control of the Aeroplex / Aerolease Group or provide Plaintiffs' members with critical business  
18 information needed to manage the companies' operations.

19 **FIRST CAUSE OF ACTION**

20 **Declaratory Relief**

21 **(Against Castagna and DOES 1-50, inclusive)**

22 42. Plaintiffs repeat and incorporate by reference into this cause of action the  
23 allegations set forth above in paragraphs 1 through 41.

24 43. An actual controversy has arisen and now exists between and among Plaintiffs and  
25 Castagna concerning their rights with respect to the management of the Aeroplex / Aerolease  
26 Group. Plaintiffs contend that Castagna has been properly terminated as Manager of AA and AW,  
27 the Managing Partner of ALB, and the President/Chief Executive Officer of Widark and as such,  
28 has no right to represent himself as such, or take any actions on behalf of these entities. Castagna

1 denies those allegations and contends that he is still entitled to manage and control the Aeroplex /  
2 Aerolease Group.

3 44. An actual controversy has also arisen and now exists between and among Plaintiffs  
4 and Castagna concerning access to and ownership of Plaintiffs' Confidential Business  
5 Information. Plaintiffs contend that, due to Castagna's termination, he has no right to utilize or  
6 possess Plaintiffs' Confidential Business Information, and that Castagna must provide access to  
7 said information to Plaintiffs' current management team including the duly appointed Manager,  
8 Bryce Widelitz. Castagna denies this and refuses to provide Plaintiffs with access to this  
9 information. Castagna has also instructed others, including Plaintiffs' IT director, to do the same.

10 45. A judicial determination of the parties' respective rights and obligations with respect  
11 to the above-identified issues is necessary given Castagna's conduct. Unless a judicial  
12 determination is made as to the parties' rights with respect to the above, important legal and  
13 financial interests will be irrevocably lost and damaged.

## 14 **SECOND CAUSE OF ACTION**

### 15 **Conversion**

#### 16 **(Against Castagna and DOES 1-50, inclusive)**

17 46. Plaintiffs repeat and incorporate by reference into this cause of action the  
18 allegations set forth above in paragraphs 1 through 41.

19 47. Plaintiffs owned, possessed, and have a right to possess Plaintiffs' Confidential  
20 Business Information, which includes Plaintiffs' financial records, bank accounts, tenant emails,  
21 tenant information, employee information, and payroll service, all of which is vital to the day-to-  
22 day operation of Plaintiffs' business. Castagna has also refused to return personal property  
23 belonging to the Aeroplex / Aerolease Group including a company car (paid for by ALB but  
24 registered in Castagna's name), cellphone, and laptop.

25 48. Plaintiffs are informed and believe, and based thereon allege, that Castagna  
26 substantially interfered with Plaintiffs' property by knowingly and intentionally refusing to  
27 provide Plaintiffs with access to the Confidential Business Information and refusing to return the  
28 company car, cellphone, and laptop. Castagna also prevented Plaintiffs from accessing the

1 Confidential Business Information by instructing others to similarly deny Plaintiffs with access to  
2 these items.

3 49. Plaintiffs did not consent, authorize, or permit Castagna's actions, and have  
4 expressly demanded that he cease interfering with Plaintiffs' access to the Confidential Business  
5 Information and provide Plaintiffs with access to the same.

6 50. Plaintiffs have been and continue to be harmed by Castagna's conduct, which is a  
7 substantial factor in causing Plaintiffs' harm, insofar as they are unable to manage the daily  
8 operations of the Aeroplex / Aerolease Group. As a result of this misconduct, Plaintiffs have  
9 suffered damages in an amount to be proven at trial.

10 51. Castagna's actions were undertaken willfully and maliciously, with the deliberate  
11 intent to injure Plaintiffs' businesses. Plaintiffs are entitled to exemplary and punitive damages  
12 pursuant to California Code of Civil Procedure Section 3294.

13 **THIRD CAUSE OF ACTION**

14 **Breach of Fiduciary Duty**

15 **(Against Castagna and DOES 1-50, inclusive)**

16 52. Plaintiffs repeat and incorporate by reference into this cause of action the  
17 allegations set forth above in paragraphs 1 through 41.

18 53. Defendant Castagna was at all times herein mentioned, the Manager of AA and AW,  
19 and as such he owed AA, AW and their members fiduciary duties of loyalty and care pursuant to  
20 statute, which required Castagna to, among other things: (a) to account to AA and AW, and hold  
21 as trustee for those entities any property, profit, or benefit derived from the use of company  
22 property, including the appropriation of a company opportunity; (b) to refrain from dealing with  
23 AA and AW in the conduct of the activities of the companies as or on behalf of a person having  
24 an interest adverse to the companies; and (c) to refrain from competing with AA and AW.

25 54. Defendant Castagna was at all times herein mentioned, the Managing Partner of  
26 ALB, and as such, Castagna occupied positions of trust and confidence with respect to ALB and  
27 its owners, and owed fiduciary duties and common law duties of loyalty and in this regard,  
28 Castagna was entrusted with the management and operation of ALB and was thus obligated to

1 avoid conflicts of interest throughout the performance of his duties as Managing Partner.

2 55. Plaintiffs are informed and believe, and based thereon allege, that Castagna violated  
3 his fiduciary duties to Plaintiffs by engaging in the course of conduct and acts of self-dealing  
4 described in paragraphs 14 through 26 above, including diverting business opportunities from AA  
5 and AW to competing entities, misappropriating corporate funds for his benefit, and taking actions  
6 designed to further his own self-interests. Plaintiff is further informed and believes that Castagna  
7 violated his fiduciary duties by refusing to provide Plaintiffs with access to the Confidential  
8 Business Information, and instructing others to do the same, which resulted in Plaintiffs being  
9 unable to manage the daily operations of the Aeroplex / Aerolease Group.

10 56. As a proximate result of Castagna's conduct in violation of his fiduciary duties,  
11 Plaintiffs have suffered actual damages in an amount to be proven at trial.

12 57. Plaintiffs are informed and believe, and based thereon allege, that Castagna's  
13 conduct was fraudulent, willful, malicious and oppressive, and constitutes despicable conduct and  
14 a conscious disregard of Plaintiffs' rights, and was intended to cause harm to Plaintiffs. Plaintiffs  
15 are entitled to exemplary and punitive damages pursuant to California Code of Civil Procedure  
16 Section 3294.

17 **FOURTH CAUSE OF ACTION**

18 **Unfair Competition**

19 **(Against Castagna and DOES 1-5-, Inclusive)**

20 58. Plaintiffs repeat and incorporate by reference into this cause of action the  
21 allegations set forth above in paragraphs 1 through 41.

22 59. California's Unfair Competition Law, as embodied in Business & Professions Code  
23 section 17200, broadly prohibits any unlawful, unfair, or fraudulent business act or practice and  
24 any unfair, deceptive, untrue, or misleading advertising. Because the statute is framed in the  
25 disjunctive, a business practice need only meet one of the three criteria to be considered unfair  
26 competition. An act or practice is "unfair competition" under California law if it is forbidden by  
27 law or, even if not specifically prohibited by law, is deemed an unfair act or practice. The language  
28 of California Business & Professions Code section 17200 *et seq.* is to be broadly construed to

1 determine whether conduct constitutes, unfair, unlawful, or fraudulent business practices.

2 60. Castagna has committed acts of unfair competition as defined by California  
3 Business & Professions Code section 17200 *et seq.* by committing the acts alleged herein, and  
4 more specifically those set forth in paragraphs 14 through 26 and 38 through 41 above including,  
5 but not limited to:

6 a. Falsely representing that AGP and the Aeroplex / Aerolease Group are  
7 intermingled and constitute a single business venture;

8 b. Falsely representing himself as affiliated with or directing the Aeroplex /  
9 Aerolease Group notwithstanding the fact that he was terminated on or around May 6, 2024;

10 c. Depriving Plaintiffs of access to and use of their Confidential Business  
11 Information, thereby making it impossible for Plaintiffs to oversee the daily operations of the  
12 Aeroplex / Aerolease Group;

13 d. Diverting Plaintiffs' resources, including its employees, for the benefit of  
14 AGP; and

15 e. Diverting business opportunities from the Aeroplex / Aerolease Group to  
16 AGP.

17 61. As a result of Castagna's conduct, Plaintiffs have suffered injuries in fact and have  
18 lost money in an amount to be proven at trial.

19 62. Plaintiffs are entitled to restitution of any monies wrongly acquired by Castagna as  
20 a result of such unfair competition.

21 63. Separately, California Business & Professions Code section 17203 permits the court  
22 in an action based on allegations of unfair competition to issue injunctive, restitutionary or other  
23 equitable relief. Plaintiffs are entitled to an injunction, enjoining future acts of unfair competition  
24 by Castagna.

25 **FIFTH CAUSE OF ACTION**

26 **Constructive Trust**

27 **(Against Castagna and DOES 1-25, Inclusive)**

28 64. Plaintiffs repeat and incorporate by reference into this cause of action the

1 allegations set forth above in paragraphs 1 through 41.

2 65. Castagna owed fiduciary duties to Plaintiffs by virtue of his status as Manager of  
3 AA and AW, Managing Partner of ALB, and President/Chief Executive Officer of Widark. As a  
4 result of these fiduciary duties, Castagna was prohibited from concealing and/or acquiring, in  
5 opposition to Plaintiffs, any property in which Plaintiffs had an interest.

6 66. As a result of the conduct described herein, and more specifically set forth in  
7 paragraphs 15 through 28 above, Castagna has acquired property to which he is not entitled  
8 because it was obtained through a violation of his fiduciary relationship to Plaintiffs. Therefore,  
9 Castagna should be required to disgorge the funds that were improperly obtained in violation of  
10 his fiduciary duties. A constructive trust should be imposed over those funds for the benefit of  
11 Plaintiffs.

## 12 **SIXTH CAUSE OF ACTION**

### 13 **Accounting**

#### 14 **(Against Castagna and DOES 1-25, Inclusive)**

15 67. Plaintiffs repeat and incorporate by reference into this cause of action the  
16 allegations set forth above in paragraphs 1 through 41.

17 68. Plaintiffs are informed and believe, and based there on allege, that during the course  
18 of operation and management of the Aeroplex / Aerolease Group, monies and other valuable  
19 consideration have been received and/or retained by Castagna in the form of excessive  
20 compensation, and improper payments to third-parties and other entities to Castagna's benefit.

21 69. Plaintiffs are further informed and believe that all or a portion of these sums are the  
22 rightful property of Plaintiffs.

23 70. Plaintiffs are informed and believe that the amount of money due from Castagna to  
24 Plaintiffs is unknown and cannot be ascertained without an accounting of the receipts and  
25 disbursements of the above-referenced transactions.

26 71. Despite Plaintiffs' requests, Castagna has failed and refused to provide Plaintiffs  
27 with access to the books and records which are necessary to ascertain the amount(s) rightfully due  
28 to Plaintiffs.



1 **SEVENTH CAUSE OF ACTION**

2 **Violation of Comprehensive Computer Data and Access Fraud Act (Cal. Penal Code § 502)**  
3 **(Against Castagna and DOES 1-25, Inclusive)**

4 72. Plaintiffs repeat and incorporate by reference into this cause of action the allegations  
5 set forth above in paragraphs 1 through 41.

6 73. California Penal Code section 502, subdivision (e) expressly authorizes a civil  
7 action and injunctive relief for violations of California Penal Code section 502.

8 74. Plaintiffs are the owners of computers, computer systems, computer networks,  
9 computer programs, data, email systems, email networks, email programs, and the internet domain  
10 name www.aeroplex.net.

11 75. Plaintiffs are informed and believe, and based thereon allege, that Castagna engaged  
12 in conduct prohibited by Penal Code section 502, subdivision (c), specifically:

13 a. Knowingly accessing and without Plaintiffs' permission, altering, damaging,  
14 deleting, destroying, and/or otherwise using Plaintiffs' data, computers, computer systems, and/or  
15 computer networks to devise or execute a scheme or artifice to defraud, deceive, or extort and/or  
16 wrongfully control or obtain money, property, or data;

17 b. Knowingly accessing and without Plaintiffs' permission, taking, copying,  
18 and/or using data from Plaintiffs' computers, computer systems, and/or computer networks and/or  
19 taking or copying supporting documentation existing internally or externally to Plaintiffs'  
20 computers, computer systems, and/or computer networks;

21 c. Knowingly and without Plaintiffs' permission, using or causing to be used  
22 computer services;

23 d. Knowingly accessing and without Plaintiffs' permission, adding, altering  
24 damaging, deleting, and/or destroying Plaintiffs' data, computer software, and/or computer  
25 programs which reside or exist internally or externally to Plaintiffs' computers, computer systems,  
26 and/or computer networks;

27 e. Knowingly and without Plaintiffs' permission, disrupting or causing the  
28 disruption of Plaintiffs' computer services and/or denying or causing the denial of computer

1 services to Plaintiffs who are authorized users of Plaintiffs' computers, computer systems, and  
2 computer networks;

3 f. Knowingly and without Plaintiffs' permission, providing and/or assisting in  
4 providing a means of accessing Plaintiffs' computers, computer systems, and/or computer  
5 networks;

6 g. Knowingly and without Plaintiffs' permission, accessing or causing to be  
7 accessed Plaintiffs' computer, computer system, and/or computer networks; and

8 h. Knowingly and without Plaintiffs' permission, using Plaintiffs' internet  
9 domain name and profile in connection with the sending of one or more electronic mail messages  
10 or posts, particularly to Plaintiffs' customers and tenants.

11 76. Due to Castagna's termination as Manager of AA and AW, and as President of ALB,  
12 Castagna's misconduct was not committed within the scope of his lawful employment. None of  
13 the complained-of misconduct was reasonably necessary for the performance of Castagna's work  
14 assignment.

15 77. Castagna's conduct in violation of California Penal Code section 502 was a  
16 substantial factor in causing Plaintiffs' harm.

17 78. As a direct and proximate result of Castagna's conduct, Plaintiffs have suffered  
18 actual damages in an amount to be proven at trial, and including Plaintiffs' attorneys' fees, to  
19 which Plaintiffs may request pursuant to California Penal Code section 502, subdivision (e)(2).

20 79. Plaintiffs are informed and believe, and based thereon allege, that Castagna's  
21 conduct was fraudulent, willful, malicious and oppressive, and constitutes despicable misconduct  
22 and a conscious disregard of Plaintiffs' rights, and was intended to cause harm to Plaintiffs.  
23 Plaintiffs are entitled to exemplary and punitive damages pursuant to California Code of Civil  
24 Procedure Section 3294 and California Penal Code section 502, subdivision (e)(4).

25 **RESERVATION OF RIGHT TO ARBITRATE DISPUTE(S)**

26 Plaintiffs do not waive and expressly reserve their right to arbitrate any and all disputes  
27 with Defendant following its request for provisional remedies herein.

28 ///

1 **PRAYER FOR RELIEF**

2 Therefore, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

- 3 1. For general compensatory damages in an amount according to proof at trial;
- 4 2. For restitution and unjust enrichment damages in an amount according to proof at
- 5 trial;
- 6 3. For punitive damages in an amount according to proof at trial;
- 7 4. For injunctive relief, in the form of a temporary restraining order, a preliminary
- 8 injunction and a permanent injunction;
- 9 5. For the imposition of a constructive trust over all funds obtained by Castagna in
- 10 violation of his fiduciary duties to Plaintiffs;
- 11 6. For a declaration by the Court that:
- 12 a. Castagna has no right to represent himself as affiliated with or take any
- 13 actions on behalf of the Aeroplex / Aerolease Group; and
- 14 b. Castagna has no right to utilize and must return to Plaintiffs the
- 15 Confidential Business Information;
- 16 7. For pre-judgment and post-judgment interest at the legal rate;
- 17 8. For attorneys' fees pursuant to contract and statute; and
- 18 9. For such other and further relief as this Court may deem just and proper.
- 19

20 DATED: May 15, 2024

BUCHALTER  
A Professional Corporation

21

22

23 By: /s/ Pooya E. Sohi

24 POOYA E. SOHI

25 AARON M. LEVINE

26 KEVIN J. CONNELLY

27 Attorneys for Plaintiffs

28 AEROLEASE ASSOCIATES LLC;

AEROLEASE WEST LLC; and

AEROLEASE LONG BEACH

# EXHIBIT “1”

**WRITTEN CONSENT OF MEMBERS OF  
AEROLEASE ASSOCIATES, LLC**

The undersigned members (the “**Members**”), of Aerolease Associates, LLC, a California limited liability company (the “**Company**”), constituting the holders of at least sixty-five and a half percent (65.5%) of the Percentage Interests in the Company, acting pursuant to the California Revised Uniform Limited Liability Company Act and pursuant to Section 7.4 of the Company’s Limited Liability Company Operating Agreement (the “**Operating Agreement**”), do hereby take the following actions by written consent in lieu of a meeting, to be effective ten days after the undersigned Members have signed the consent, and direct that this written consent (this “**Written Consent**”) be filed with the minutes of the meetings of the Members of the Company. Capitalized terms used but not defined herein shall have the meanings assigned such terms in the Operating Agreement.

**Removal of Manager**

WHEREAS, Section 7.4.1 of the Operating Agreement provides: “[a]ny action which may be taken at any annual or special meeting of MEMBERS may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by MEMBERS holding in the aggregate the number of votes equal to or greater than the vote of the holders of a Majority-In-Interest of the MEMBERS, unless a lesser vote is provided for by this Agreement or the Statute;

**WHEREAS**, Section 17704.07(c)(5) of the California Revised Uniform Limited Liability Company Act provides that “[a] manager may be removed at any time by the consent of a majority of the members without cause, subject to the rights, if any, of the manager under any service contract with the limited liability company; and

**WHEREAS**, the undersigned Members believe that it is in the best interest of the Company to remove Curt Castagna as the Company’s Manager.

**NOW, THEREFORE, BE IT RESOLVED**, that Curt Castagna be removed as the Company’s Manager, effective immediately.

**Appointment of New Manager**

**WHEREAS**, the undersigned Members believe that it is in the best interest of the Company to appoint a Manager to replace Curt Castagna as the Company’s Manager.

**NOW, THEREFORE, BE IT RESOLVED**, that Bryce WidELITZ be appointed the Manager of the Company, effective immediately, to serve until his resignation or removal in accordance with the Operating Agreement.

This Written Consent may be executed and delivered by docusign or by other electronic transmission and in any number of counterparts, and in separate counterparts, each of which

shall be an original document and all of which together shall constitute a single consent, and that a signature page from any such counterpart may be attached to any other such counterpart without affecting the validity of any such counterpart.

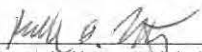
[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE ASSOCIATES, LLC

Dated: April \_\_, 2024

\_\_\_\_\_  
Ken Widelitz, Trustee of the Widelitz Family Trust dated 4-15-1994

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz Inheritance Revocable Living Trust

  
\_\_\_\_\_  
Randall B. Widelitz, Trustee of the Randall Widelitz Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler Living Trust

\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

\_\_\_\_\_  
Marjorie R. Bender, Trustee of the Marjorie Bender Trust Dtd 10-22-99

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On April 29, 2024 before me, Michael E. Aguilar  
*Date Here Insert Name and Title of the Officer*  
personally appeared Randall B. Widelitz  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE ASSOCIATES, LLC

Dated: April 30, 2024

\_\_\_\_\_  
Ken Widelitz, Trustee of the Widelitz Family Trust dated 4-15-1994

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall B. Widelitz, Trustee of the Randall Widelitz Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler Living Trust

\_\_\_\_\_  
Bryce Widelitz

  
\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

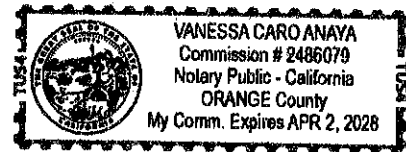
\_\_\_\_\_  
Marjorie R. Bender, Trustee of the Marjorie Bender Trust Dtd 10-22-99

# CALIFORNIA NOTARIAL CERTIFICATE JURAT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed before me on this 30 day of April 2024  
by Steven Corey Wideltz  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.



SIGNATURE Vanessa Caro

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of attached document

Title or type of document: Written consent of members of Aerolease Associates, LLC

SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE ASSOCIATES, LLC

Dated: April \_\_, 2024

\_\_\_\_\_  
Ken Widelitz, Trustee of the Widelitz Family Trust dated 4-15-1994

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall B. Widelitz, Trustee of the Randall Widelitz Trust

Brian Whistler  
\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler Living Trust

\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz

\_\_\_\_\_  
Marjorie R. Bender, Trustee of the Marjorie Bender Trust Dtd 10-22-99

**SEE ATTACHED**  
*For California Notary Certificate* 

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma

- See Attached Document (Notary to cross out lines 1-5 below)
- See Statement Below (Lines 1-5 to be completed only by document signer(s), not Notary)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

Signature of Document Signer 1 \_\_\_\_\_ Signer of Document Signer 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this 23<sup>rd</sup> day April, 2024, by

(1) Brian Douglas Whistler  
Name of Signer



SEAL

Proved to me on the basis of satisfactory evidence to be the person who appeared before me and

(2) \_\_\_\_\_  
Name of Signer

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Rebecca Spady  
\_\_\_\_\_  
Rebecca Spady  
Notary Public, Sonoma County  
Commission #2436646  
Expires: January 31, 2027

If marked, then attached pages will bear embossment of above notary.

**Optional:** Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**Description of Attached Documents:**  
 Title or type of Document: Written Consent of Members of Aerolease Associates, LLC  
 Number of Pages: 3  
 Date of Document: 04.23.2024  
 Signer(s) other than Named Above: \_\_\_\_\_



SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE ASSOCIATES, LLC

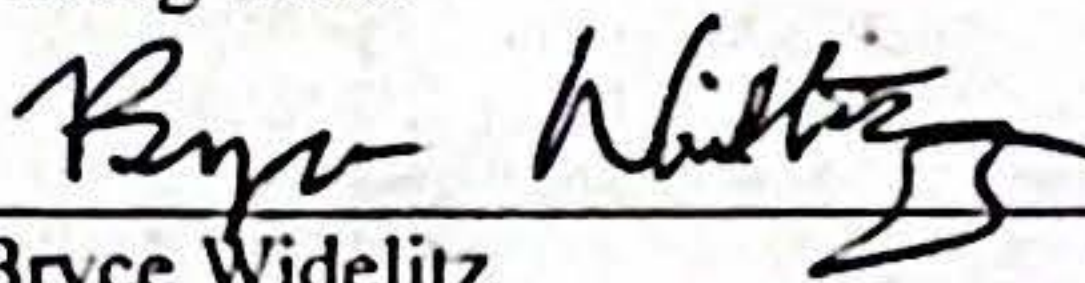
Dated: April 30, 2024

\_\_\_\_\_  
Ken Widelitz, Trustee of the Widelitz Family Trust  
dated 4-15-1994

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz  
Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall B. Widelitz, Trustee of the Randall Widelitz  
Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler  
Living Trust

  
\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

\_\_\_\_\_  
Marjorie R. Bender, Trustee of the Marjorie Bender  
Trust Dtd 10-22-99



This certificate pertains to a 3 page document dealing with/entitled Written Consent of Member and signed on April 30, 2024  
of Aerolease Assn, LLC

**Acknowledgment for an Individual**

State of Georgia

County of Fulton

This record was acknowledged before me on April 30, 2024  
Date

by Bryce Widelitz  
Printed name of individual signing document

who is

personally known

or

proved to me on the basis of satisfactory evidence to be the person

who appeared before me.

[Signature]  
(signature of notary public)

Notary Public, State of Georgia

My commission expires: Jan. 31, 2028

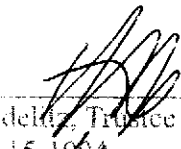
Stamp/Seal

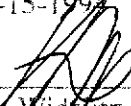




SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE ASSOCIATES, LLC

Dated: April 27 2024

  
\_\_\_\_\_  
Ken Wideltz, Trustee of the Wideltz Family Trust  
dated 4-15-1994

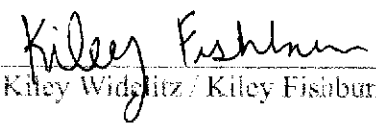
  
\_\_\_\_\_  
Kenneth Wideltz, Trustee, Kenneth Scott Wideltz  
Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall B. Wideltz, Trustee of the Randall Wideltz  
Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler  
Living Trust

\_\_\_\_\_  
Bryce Wideltz

\_\_\_\_\_  
Steven Wideltz

  
\_\_\_\_\_  
Kiley Wideltz / Kiley Fishburn

\_\_\_\_\_  
Marjorie R. Bender, Trustee of the Marjorie Bender  
Trust Dtd 10-22-99

The appropriate  
California notary form  
is attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On 04/27/2024 before me, Mehran Khorravian, Notary Public

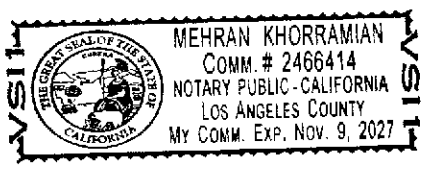
*Date Here Insert Name and Title of the Officer*

personally appeared Kenneth Widelit 2 & Kiley Fishburn  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document** Written Consent

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: 1/3

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# EXHIBIT “2”

**WRITTEN CONSENT OF MEMBERS OF  
AEROLEASE WEST, LLC**

The undersigned members (the “**Members**”), of Aerolease West, LLC, a California limited liability company (the “**Company**”), constituting the holders of one hundred percent (100%) of the membership interests in the Company, acting pursuant to the California Revised Uniform Limited Liability Company Act and pursuant to Section 7.4 of the Company’s Limited Liability Company Operating Agreement, dated January 1, 2006 (the “**Operating Agreement**”), do hereby take the following actions by written consent in lieu of a meeting, to be effective when the Members have signed the consent, and direct that this written consent (this “**Written Consent**”) be filed with the minutes of the meetings of the Members of the Company. Capitalized terms used but not defined herein shall have the meanings assigned such terms in the Operating Agreement.

**Removal of Manager**

**WHEREAS**, Curt Castagna became the substitute Manager of the Company upon the death of Milton A. Widelitz;

**WHEREAS**, Section 6.7 of the Limited Liability Company Operating Agreement of the Company provides that Members representing two-thirds (2/3) or more of the Percentage Interests in the Company may remove the successor Manager and elect a successor; and

**WHEREAS**, the undersigned Members believe that it is in the best interest of the Company to remove Curt Castagna as the Company’s Manager.

**NOW, THEREFORE, BE IT RESOLVED**, that Curt Castagna be removed as the Company’s Manager, effective immediately.

**Appointment of New Manager**

**WHEREAS**, the undersigned Members believe that it is in the best interest of the Company to appoint a Manager to replace Curt Castagna as the Company’s Manager.

**NOW, THEREFORE, BE IT RESOLVED**, that Bryce Widelitz be appointed the Manager of the Company, effective immediately, to serve until his resignation or removal in accordance with the Operating Agreement.

**Termination of Management Services Agreement**

**WHEREAS**, the Company is the Managing General Partner of Aerolease Long Beach, a California general partnership; and

**WHEREAS**, the undersigned Members believe that it is in the best interest of the Company to terminate that certain Management Services Agreement dated as of February 28, 2020 (the

“MSA”), by and between Aerolease Long Beach, a California general partnership (“ALB”) and Aerolease Group Partners, LLC, a California limited liability company (“AGP”).

**NOW, THEREFORE, BE IT RESOLVED**, that the MSA, be, and it hereby is, terminated effective immediately; and

**BE IT FURTHER RESOLVED**, that AGP vacate the premises that it currently occupies at ALB’s facility in Long Beach, effective immediately.

This Written Consent may be executed and delivered by docusign or by other electronic transmission and in any number of counterparts, and in separate counterparts, each of which shall be an original document and all of which together shall constitute a single consent, and that a signature page from any such counterpart may be attached to any other such counterpart without affecting the validity of any such counterpart.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE WEST, LLC

Dated: April \_\_, 2024

\_\_\_\_\_  
Kenneth Widelitz, Trustee of the Widelitz Family Trust

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall Widelitz, Trustee of the Randall Widelitz Trust

Brian Whistler  
\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler Living Trust

\_\_\_\_\_  
Edward William Arkin, Trustee of the Edward Arkin Exempt Trust dated April 28, 2009

\_\_\_\_\_  
Edward W. Arkin, Trustee of the Edward W. Arkin Trust dated May 31, 2018

\_\_\_\_\_  
Peter Bruce Arkin, Trustee of the Peter Bruce Arkin Exempt Trust DTD 4/28/09

\_\_\_\_\_  
Peter B. Arkin, Trustee of the Peter B. Arkin Trust DTD 09-05-08

\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz

**SEE ATTACHED**  
*For California Notary Certificate* 

CALIFORNIA JURAT WITH AFFIANT STATEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma

- See Attached Document (Notary to cross out lines 1-5 below)
See Statement Below (Lines 1-5 to be completed only by document signer(s), not Notary)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Signature of Document Signer 1

Signer of Document Signer 2 (if any)

Subscribed and sworn to (or affirmed) before me on this 23rd day April, 2024, by

(1) Brian Douglas Whistler
Name of Signer



SEAL

Proved to me on the basis of satisfactory evidence to be the person who appeared before me and

(2) \_\_\_\_\_
Name of Signer

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Handwritten signature of Rebecca Spady

Rebecca Spady
Notary Public, Sonoma County
Commission #2436646
Expires: January 31, 2027

If marked, then attached pages will bear embossment of above notary.

Optional: Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Description of Attached Documents:

Title or type of Document: Written Consent of Members of Aero lease West, LLC
Number of Pages: 3
Date of Document: 04.23.2024
Signer(s) other than Named Above: \_\_\_\_\_



SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE WEST, LLC

Dated: April 30, 2024

\_\_\_\_\_  
Kenneth Widelitz, Trustee of the Widelitz Family  
Trust

\_\_\_\_\_  
Kenneth Widelitz, Trustee. Kenneth Scott Widelitz  
Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall Widelitz, Trustee of the Randall Widelitz  
Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler  
Living Trust

\_\_\_\_\_  
Edward William Arkin, Trustee of the Edward Arkin  
Exempt Trust dated April 28, 2009

\_\_\_\_\_  
Edward W. Arkin, Trustee of the Edward W. Arkin  
Trust dated May 31, 2018

\_\_\_\_\_  
Peter Bruce Arkin, Trustee of the Peter Bruce Arkin  
Exempt Trust DTD 4/28/09

\_\_\_\_\_  
Peter B. Arkin, Trustee of the Peter B. Arkin Trust  
DTD 09-05-08

  
\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn



This certificate pertains to a 3 page document dealing with/entitled Written Consent of Member of Aerolisse West, LLC and signed on April 30, 2024.

**Acknowledgment for an Individual**

State of Georgia

County of Fulton

This record was acknowledged before me on April 30, 2024  
Date

by Bryce Widelitz  
Printed name of individual signing document

who is

personally known

or

proved to me on the basis of satisfactory evidence to be the person

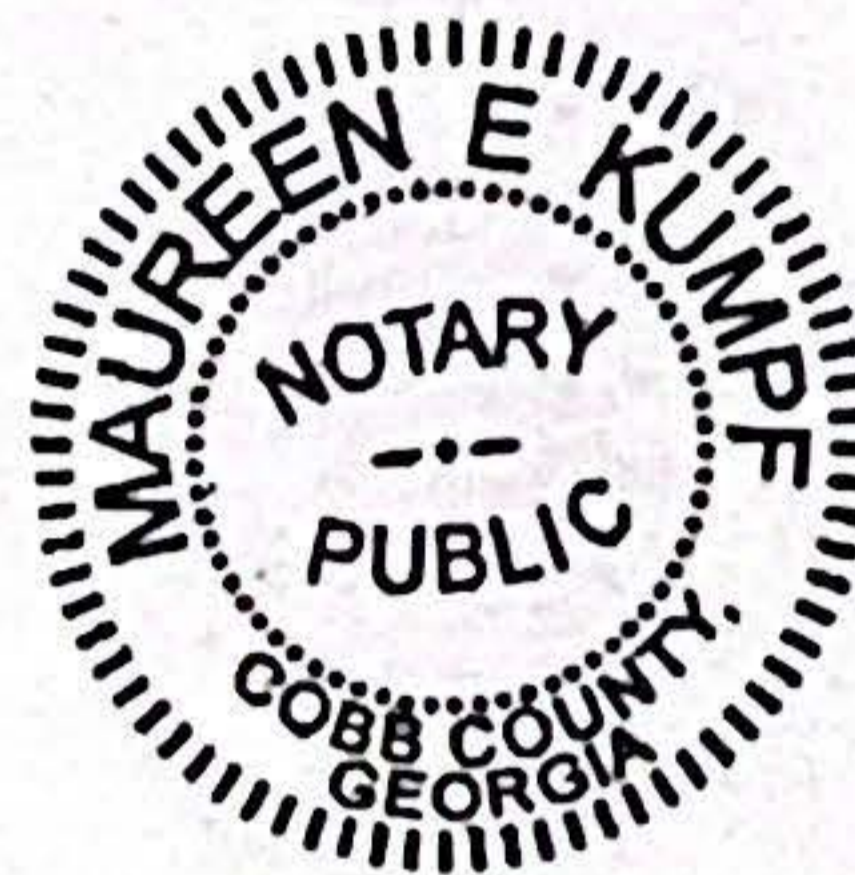
who appeared before me.

[Signature]  
(signature of notary public)

Notary Public, State of Georgia

My commission expires: Jan. 31, 2028

Stamp/Seal





SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE WEST, LLC

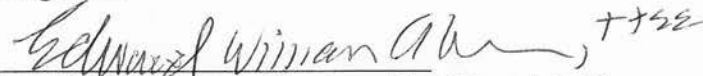
Dated: April 30, 2024

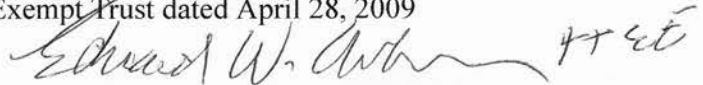
\_\_\_\_\_  
Kenneth Widelitz, Trustee of the Widelitz Family  
Trust

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz  
Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall Widelitz, Trustee of the Randall Widelitz  
Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler  
Living Trust

  
\_\_\_\_\_  
Edward William Arkin, Trustee of the Edward Arkin  
Exempt Trust dated April 28, 2009

  
\_\_\_\_\_  
Edward W. Arkin, Trustee of the Edward W. Arkin  
Trust dated May 31, 2018

\_\_\_\_\_  
Peter Bruce Arkin, Trustee of the Peter Bruce Arkin  
Exempt Trust DTD 4/28/09

\_\_\_\_\_  
Peter B. Arkin, Trustee of the Peter B. Arkin Trust  
DTD 09-05-08

\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

Certificate Attached for  
California Notary Wording



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Ventura)

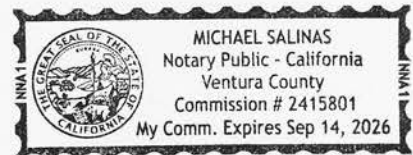
On April 30 2024 before me, Michael Salinas, Notary Public  
(insert name and title of the officer)

personally appeared Edward William Arkin and Edward W. Arkin,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

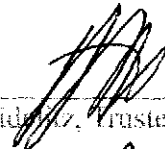
WITNESS my hand and official seal.

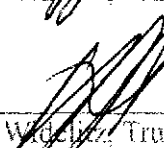
Signature Michael Salinas (Seal)



SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE WEST, LLC

Dated: April 27, 2024

  
\_\_\_\_\_  
Kenneth Widelitz, Trustee of the Widelitz Family  
Trust

  
\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz  
Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall Widelitz, Trustee of the Randall Widelitz  
Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler  
Living Trust

\_\_\_\_\_  
Edward William Arkin, Trustee of the Edward Arkin  
Exempt Trust dated April 28, 2009

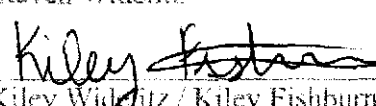
\_\_\_\_\_  
Edward W. Arkin, Trustee of the Edward W. Arkin  
Trust dated May 31, 2018

\_\_\_\_\_  
Peter Bruce Arkin, Trustee of the Peter Bruce Arkin  
Exempt Trust DTD 4/28/09

\_\_\_\_\_  
Peter B. Arkin, Trustee of the Peter B. Arkin Trust  
DTD 09-05-08

\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

  
\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

The appropriate  
California notary form  
is attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On 04/27/2024 before me, Mehran Khorramian, Notary Public

personally appeared Kenneth Wideltz & Kiley Fishburn  
*Here Insert Name and Title of the Officer*  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature [Signature]  
*Signature of Notary Public*



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: written consent  
Document Date: \_\_\_\_\_ Number of Pages: 3  
Signer(s) Other Than Named Above: Alu

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE WEST, LLC

Dated: April 26 2024

\_\_\_\_\_  
Kenneth Widelitz, Trustee of the Widelitz Family Trust

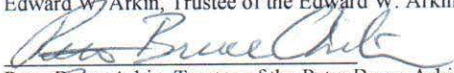
\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall Widelitz, Trustee of the Randall Widelitz Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler Living Trust

\_\_\_\_\_  
Edward William Arkin, Trustee of the Edward Arkin Exempt Trust dated April 28, 2009

\_\_\_\_\_  
Edward W. Arkin, Trustee of the Edward W. Arkin Trust dated May 31, 2018

  
\_\_\_\_\_  
Peter Bruce Arkin, Trustee of the Peter Bruce Arkin Exempt Trust DTD 4/28/09

  
\_\_\_\_\_  
Peter B. Arkin, Trustee of the Peter B. Arkin Trust DTD 09-05-08

\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

**Certificate Attached for  
California Notary Wording**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th  
day of April, 2024, by Peter Bruce Arkin

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read 'Peter Bruce Arkin', written over a horizontal line.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th  
day of April, 2024, by Peter B Arkin

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature


A handwritten signature in black ink, appearing to read 'Peter B Arkin', written over a horizontal line.

SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE WEST, LLC

Dated: April \_\_, 2024

\_\_\_\_\_  
Kenneth Widelitz, Trustee of the Widelitz Family Trust

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz Inheritance Revocable Living Trust

  
\_\_\_\_\_  
Randall Widelitz, Trustee of the Randall Widelitz Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler Living Trust

\_\_\_\_\_  
Edward William Arkin, Trustee of the Edward Arkin Exempt Trust dated April 28, 2009

\_\_\_\_\_  
Edward W. Arkin, Trustee of the Edward W. Arkin Trust dated May 31, 2018

\_\_\_\_\_  
Peter Bruce Arkin, Trustee of the Peter Bruce Arkin Exempt Trust DTD 4/28/09

\_\_\_\_\_  
Peter B. Arkin, Trustee of the Peter B. Arkin Trust DTD 09-05-08

\_\_\_\_\_  
Bryce Widelitz

\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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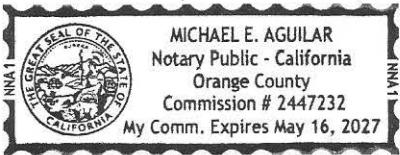
State of California }  
County of Orange }

On April 29, 2024 before me, Michael E. Aguilar  
Date Here Insert Name and Title of the Officer  
personally appeared Randall Widelitz  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



SIGNATURE PAGE TO WRITTEN CONSENT OF MEMBERS  
OF AEROLEASE WEST, LLC

Dated: April 24, 2024

\_\_\_\_\_  
Kenneth Widelitz, Trustee of the Widelitz Family Trust

\_\_\_\_\_  
Kenneth Widelitz, Trustee, Kenneth Scott Widelitz Inheritance Revocable Living Trust

\_\_\_\_\_  
Randall Widelitz, Trustee of the Randall Widelitz Trust

\_\_\_\_\_  
Brian Whistler, Trustee of the Brian Douglas Whistler Living Trust

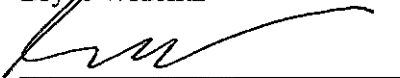
\_\_\_\_\_  
Edward William Arkin, Trustee of the Edward Arkin Exempt Trust dated April 28, 2009

\_\_\_\_\_  
Edward W. Arkin, Trustee of the Edward W. Arkin Trust dated May 31, 2018

\_\_\_\_\_  
Peter Bruce Arkin, Trustee of the Peter Bruce Arkin Exempt Trust DTD 4/28/09

\_\_\_\_\_  
Peter B. Arkin, Trustee of the Peter B. Arkin Trust DTD 09-05-08

\_\_\_\_\_  
Bryce Widelitz



\_\_\_\_\_  
Steven Widelitz

\_\_\_\_\_  
Kiley Widelitz / Kiley Fishburn

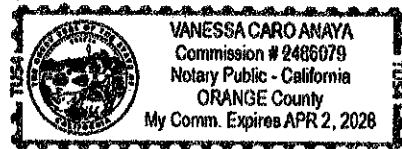
**CALIFORNIA NOTARIAL CERTIFICATE JURAT**

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed before me on this 29 day of April 2024  
by Steven Carey Widelitz  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.



SIGNATURE Vanessa Caro

PLACE NOTARY SEAL ABOVE

---

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: Written consent of members of Aerolease west, LLC

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