

SETTLEMENT AGREEMENT

***Manuel A. Villanueva v. Leach International Corporation* (Orange County Superior Court, Case Number 30-2020-01140863)**

IT IS STIPULATED AND AGREED by and among the undersigned Parties, subject to Court approval, that the settlement of the above-entitled action (the "Action") shall be effectuated upon and subject to the terms and conditions stated in this Settlement Agreement and Release (the "Agreement").

This Agreement is made by and between Manuel Villanueva ("Plaintiff"), for himself and in his capacity as a representative of the State of California on behalf of other allegedly aggrieved employees, and Leach International Corporation ("Defendant"). Plaintiff and Defendant are each a "Party" and sometimes collectively referred to as the "Parties." This Agreement is entered into by the Parties upon the last date on which it is signed by the Parties.

The Parties agree that the Action shall be and is, ended, settled, resolved, and concluded by this Agreement, subject to Court approval, which is intended to effect and complete settlement of the Action.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined in this Agreement, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- i. "Action" shall mean the civil action entitled *Manuel A. Villanueva v. Leach International Corporation*, filed in the Superior Court for the County of Orange on or about May 26, 2020, designated as Case Number 30-2020-01140863.
- ii. "Agreement" means this Private Attorney General Act (California Labor Code section 2698 *et seq.*) Settlement Agreement and Release.
- iii. "Allegedly Aggrieved Employees" means any and all individuals currently or formerly employed by Defendant in hourly or non-exempt positions in California at any time from March 22, 2019 through the earlier of the following dates: (1) the date that the Court grants approval of the settlement; or (2) April 18, 2021, whichever occurs earlier.
- iv. "Complaint" means Plaintiff's Complaint filed in Orange County Superior Court filed on or about May 26, 2020, which is the operative Complaint.
- v. "Cost Amount" is the total amount of actual and reasonable expenses and costs of litigation incurred by Plaintiff's counsel, as approved by the Court, not to exceed \$12,500. The Cost Amount shall be paid from the Settlement Sum.
- vi. "Court" means the Superior Court for the State of California, County of Orange.
- vii. Defendant" means Leach International Corporation.

viii. "Defense Counsel" or "Counsel for Defendant" is:

Shareef S. Farag
Vartan S. Madoyan
BakerHostetler
11601 Wilshire Boulevard | Suite 1400
Los Angeles, CA 90025-0509

- ix. "Effective Date" refers to the date upon which both of the following have occurred: (a) approval of the Agreement is granted by the Superior Court of California for the County of Orange, or other court assuming jurisdiction of this matter, and (b) the Court's Judgment approving the Agreement becomes Final. For purposes of this Agreement, the Judgment "becomes final" upon the last to occur of the following: (a) if there are no objections to the Agreement, the Date of Final Approval; (b) if there are objections to the Agreement, and if an appeal, review, or writ is not sought from the final approval order, ten (10) court days after the time period to appeal the final approval order has expired; or (c) if an appeal, review, or writ is sought from the final approval order, ten (10) court days after the final approval order is affirmed or the appeal, review, or writ is dismissed or denied, and the final approval order is no longer subject to further judicial review.
- x. "Employee List" is the list of the Allegedly Aggrieved Employees that Defendants shall provide to the Settlement Administrator, which shall state the first name and last name for each Allegedly Aggrieved Employee, the last known home address for each Allegedly Aggrieved Employee, the last known social security number or tax identification number for each Allegedly Aggrieved Employee, and each Allegedly Aggrieved Employee's respective number of pay periods worked in California during the PAGA Period.
- xi. "Enhancement Award" is the amount that the Court awards to Plaintiff for his services as the representative of the PAGA claims alleged in the Complaint, which will be up to \$5,000, subject to Court approval.
- xii. "Fee Amount" is the amount to be paid to Plaintiff's Counsel for its fees in this Action, as approved by the Court, not to exceed one third of the Settlement Sum, as compensation for their attorneys' fees. The Fee Amount shall be paid from the Settlement Sum.
- xiii. "Individual PAGA Payment" is the amount of PAGA penalties to be paid to Allegedly Aggrieved Employees, which will be 25% of the Net PAGA Payment, subject to Court approval.
- xiv. "LWDA" refers to the California Labor & Workforce Development Agency.
- xv. "LWDA Payment" is the amount in PAGA penalties to be paid to the LWDA, which will be 75% of the Net PAGA Payment, subject to Court approval.
- xvi. "Net PAGA Payment" means the amount remaining from the Settlement Sum after the deduction of the Fee Amount, Cost Amount, Enhancement Award, and Settlement Administration Fee.
- xvii. "Notice of PAGA Settlement" means the Notice of PAGA Settlement (attached as Exhibit A) that the Settlement Administrator shall mail, along with each Individual PAGA Payment, to all Allegedly Aggrieved Employees by first-class United States mail,

postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator.

xviii. "PAGA" refers to the California Labor Code Private Attorneys' General Act of 2004, California Labor Code Sections 2698 *et seq.*

xix. "PAGA Period" means the time period from March 22, 2019 through the earlier of the following dates: (1) the date that the Court grants approval of the settlement; (2) or April 18, 2021, whichever occurs earlier.

xx. "Plaintiff" refers to Manuel Villanueva, individually and in his capacity as representative of the State of California on behalf of other allegedly aggrieved employees.

xxi. "Plaintiff's Counsel" are as follows:

Mehrdad Bokhour
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067

Joshua S. Falakassa
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067

xxii. "Released Claims" means any and all PAGA claims which were made or which could have been made against Defendant based on the allegations or PAGA cause of action in the Complaint. The Released Claims include Plaintiff's individual claims and, for the PAGA Period, all penalties or other relief under California Labor Code Sections 2698 *et seq.* which were made or which could have been alleged against Defendant based on the allegations or PAGA cause of action in the Complaint, which include but are not limited to, California Labor Code Sections 201-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 516, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and 2802, all applicable California Wage Orders, and all claims or allegations set forth in Plaintiff's PAGA Notice letters to the LWDA in connection with the Action. The Released Claims will be released against all Released Parties. The Released Claims are, subject to Court approval, extinguished and may not be brought by any successor, spouse, heir, agent, or other person or entity, including but not limited to the State of California. The Released Claims do not include any claims that cannot be released as a matter of law.

xxiii. "Released Parties" means Defendant and Defendant's present, former, and future parent, sister, subsidiary, affiliated, and related entities and each of its/their present, former, and future trustees, officers, directors, employees, managers, partners, shareholders, agents, insurers, attorneys, and any other successors, assigns, or legal representatives.

xxiv. "Settlement Administrator" means the third-party settlement administration provider Phoenix Class Action Administration Solutions.

xxv. "Settlement Administration Fee" means costs incurred by the Settlement Administrator in connection with the current Agreement, whether foreseen or not, which are anticipated not to exceed \$3,500.

xxvi. "Settlement Sum" means the total sum of One Hundred and Forty-Five Thousand Dollars And Zero Cents (\$145,000.00), which Defendant has agreed to pay, subject to Court approval, pursuant to terms of this Agreement. In no circumstance will Defendant be required pay greater than the Settlement Sum to resolve this Action, with the exception of the Individual Settlement Payment and potential escalator clause.

xxvii. "Individual Settlement Payment" means the payment by Defendant to Plaintiff in accordance with the separate and confidential individual settlement agreement entered into between the Parties, in which Plaintiff has agreed to provide Defendant and the Released Parties a full general release.

Article II.

Background.

- (a) On or about February 28, 2020, Plaintiff gave written notice to the LWDA of his intent to assert PAGA claims against Defendant. Plaintiff amended his written notice to the LWDA on or about March 3, 2020. More than 65 days passed after the letter and amended letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letters.
- (b) On or about May 26, 2020, Plaintiff filed the Action, a representative PAGA action complaint, against Defendant in the Superior Court of Orange County, Case Number 30-2020-01140863, alleging a single cause of action for violations of PAGA. Defendant denies each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.
- (c) On February 17, 2021, the Parties engaged in mediation with Steven Serratore, Esq., an experienced and reputable wage and hour and PAGA action mediator. At the conclusion of the full-day mediation, the Parties reached an agreement for settlement via a mediator's proposal. The Parties' agreement was memorialized in a Memorandum of Understanding, which this Agreement now replaces.
- (d) Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of the case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability and manageability, and numerous potential appellate issues.
- (e) This Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the Settlement Sum provided in this Agreement; (b) an order entering judgment with respect to the Settlement of the Action; and (c) all Parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Non-Admission of Liability

Section 3.01 Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to establish manageability for purposes of PAGA, and the relative benefits to the Allegedly Aggrieved Employees of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Agreement are fair, reasonable, adequate and in the best interests of the Allegedly Aggrieved Employees.

Section 3.02 Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Agreement, nor any document referred to or contemplated in this Agreement, nor any action taken to carry out this Agreement, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct towards Plaintiff or the Allegedly Aggrieved Employees.

Article IV.

Terms of Agreement.

Section 4.01 Settlement Sum.

Defendant agrees to pay or cause to be paid the Settlement Sum as a full, complete and final settlement of the Action. This sum includes the following: (i) any payment to the LWDA; (ii) any payment to Allegedly Aggrieved Employees; (iii) the payment of fees and costs to Plaintiffs' counsel, as approved by the Court; (iv) the payment to Plaintiff of the Enhancement Award; and (v) all fees, costs, and expenses of administration of this Agreement. This sum excludes the Individual Settlement Payment to Plaintiff in exchange for a full, general release.

Section 4.02 Fee Amount.

Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one third of the Settlement Sum, and Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed \$12,500 (attorneys' fees and reasonable litigation costs are referred to, together, as "Plaintiff's Counsel's Payment"). Defendant will not oppose or object to Plaintiff's Counsel's application for Plaintiff's Counsel's Payment. In the event that the Court does not approve an award of Plaintiff's Counsel's Payment to the requested amount, or the Court alters the payment methodology described in this Agreement, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding Plaintiff's Counsel's Payment, and this Agreement will be enforceable. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as attorneys' fees or costs will be distributed to the State and eligible employees pursuant to the distribution terms of the Agreement or any terms imposed by the Court.

Section 4.03 Settlement Administration Fees.

The parties agree that the Settlement Administration Fee shall be paid from the Settlement Sum. This includes all fees and costs for postage, envelopes, and computer

searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Agreement, to calculate payments to Allegedly Aggrieved Employees, and cost associated with the escheatment process or an any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for Allegedly Aggrieved Employees, and any other related fees and costs. Any reductions by the Court or any unused amount shall revert to the Net PAGA Payment.

The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Agreement.

Section 4.04 PAGA Payment - Allocation.

The Net PAGA Payment shall represent PAGA penalties, of which 75% of the payment will be paid to the LWDA as the LWDA Payment and 25% will be paid to Allegedly Aggrieved Employees as Individual PAGA Payments, unless the Court determines otherwise. A reallocation of the settlement funds amongst PAGA claims directed by the Court shall not be a basis for either side to void the agreement. Allegedly Aggrieved Employees will be issued Form 1099 for their share of the PAGA payments. The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods each Allegedly Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Allegedly Aggrieved Employees during the PAGA Period, multiplied by 25% of the Net PAGA Payment.

Section 4.05 Escalator Clause

The Parties understand that the Allegedly Aggrieved Employees worked approximately 8,066 pay periods from the beginning of the PAGA Period through the January 21, 2021 pay date. In the event that such pay periods worked exceed 8,066 pay periods by an amount more than 10%, then the Settlement Sum will also be increased by a proportionate amount beyond the 10% buffer. In other words, if the actual pay periods worked through the January 21, 2021 pay date are 8,872 pay periods or less, then the Settlement Sum will not be increased. If, however, the actual pay periods worked through the January 21, 2021 pay date are 8,873 pay periods or more, then the Settlement Sum will be increased proportionately for each pay period in excess of 8,872.

Article V.

Approval and Implementation of Agreement.

Section 5.01 Cooperation.

The Parties will cooperate in obtaining an Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties agree to use their best efforts to expedite the preparation and submission of the Agreement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed in order to obtain approval of this Agreement.

Section 5.02 Court Approval.

The Parties will seek to obtain the Court's approval of this Agreement by way of a motion to be filed by Plaintiff's counsel. The Court's approval of this Agreement shall be embodied in a

written Order. After approval is granted, Defendant shall pay Plaintiff the Individual Settlement Payment in accordance with the separate individual settlement agreement entered into between the Parties.

Section 5.03 Notice to Allegedly Aggrieved Employees.

(a) Notice.

Notice shall be provided to the Allegedly Aggrieved Employees in the following manner:

- (1) No later than Fifteen (15) days after the Effective Date, Defendant shall provide the Settlement Administrator with the Employee List.
- (2) The Settlement Administrator shall conduct a National Change of Address ("NCOA") search for all Allegedly Aggrieved Employees identified on the Employee List. No later than ten (10) business days after its receipt of the information described in Section 5.03(a)(1), above, the Settlement Administrator shall mail the Notice of PAGA Settlement and a check for their share of the Individual PAGA Payment to all Allegedly Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and Individual PAGA Payment and return all undeliverable Notices and Individual PAGA Payments to the Settlement Administrator. For each Notice and Individual PAGA Payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Allegedly Aggrieved Employee by using an address refresher database.
- (3) All costs incurred by the Settlement Administrator in connection with the current settlement, whether foreseen or not, shall be paid out of the Settlement Sum.

Section 5.04 Settlement Payment And Administration Procedures.

(a) Settlement Sum

The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Agreement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID number and calculate all settlement checks and withholdings required under the law based on the information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Agreement, since no part of the Agreement will be classified as wages.

(b) Payment of Aggrieved Employee Payment.

Defendant shall provide the Settlement Administrator with the Employee List pursuant to this Agreement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Allegedly Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties and specified in this Agreement. Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to Allegedly Aggrieved Employees.

The Individual PAGA Payments are considered penalties and will not be subject to local, state or federal tax withholdings. All Allegedly Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 reflecting this portion of the settlement.

(c) Payment Schedule

In no event will any funds or payment be due by Defendant prior to the Effective Date of this Agreement. Defendant will provide the Settlement Sum to the Settlement Administrator within fifteen (15) days after the Effective Date. All payments outlined in this Agreement shall be distributed by the Settlement Administrator at the time the Notice of PAGA Settlement is mailed in accordance with Section 5.03(a), unless the Court requires a different payment schedule.

(d) Uncashed Checks

To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by postmarked First Class U.S. Mail to the forwarding address affixed, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (i.e. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate Allegedly Aggrieved Employees and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any Allegedly Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the Allegedly Aggrieved Employees, and a list of Allegedly Aggrieved Employees who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described in this Agreement, or who otherwise could not be located within two attempts at mailing.

All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks shall be revert to and be paid to State of California Unclaimed Property Fund.

No later than January 31 of the year following payment of their individual portion of the Settlement Sum, the Settlement Administrator will prepare and issue IRS Form 1099 to Allegedly Aggrieved Employees who receive a payment.

Section 5.05 LWDA Notice.

Pursuant to California Labor Code Section 2699(l), Plaintiff's Counsel will provide a copy of this Agreement to the LWDA concurrent with the filing of the motion for settlement approval. Plaintiff's Counsel will also file a declaration in support of his Motion for Settlement Approval confirming that he has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l). In addition, Plaintiff's Counsel shall submit to the LWDA a copy of the Court's

judgment and order approving the Agreement within ten (10) days after entry of the judgment or order.

Article VI.

Limitations On Use Of This Agreement.

Section 6.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendants of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any Allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 6.02 Nullification.

- (a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Allegedly Aggrieved Employees; the definition of Effective Date; the definition of PAGA Period; the definition of Released Claims; the definition of Released Parties; the definition of Settlement Sum; the requirement for entry of an order by the Court approving this Agreement. Without limitation, the following terms are not material to this Agreement: the allocation of Fee Amount; the allocation of the Cost Amount; the amount of the Settlement Administration Fee; the allocation within the Net PAGA payment.

Article VII.

Section 7.01 **Release and Wavier of Claims.** It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims alleged in the Action. Upon entry of the Order and Final Judgment approving payment of the PAGA penalties as described in this Agreement, Plaintiff, the Allegedly Aggrieved Employees, and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided in this Agreement. Plaintiff and the State of California shall be deemed to have, and by operation of the Order and Final Judgment granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims. As a result of this release, Allegedly Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims.

Section 7.02 Tax Treatment and Tax Indemnification. Allegedly Aggrieved Employees will assume any tax obligations or consequences which may arise from this Agreement, and will indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest as a result of the Agreement. Allegedly Aggrieved Employees release any and all claims that they have or may have for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Agreement or any compensation provided at any time by Defendant or the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Allegedly Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Allegedly Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Allegedly Aggrieved Employee's share of any state or federal tax obligation. If an Allegedly Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator.

Article VIII.

Miscellaneous Provisions.

Section 8.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 8.02 Parties' Authority.

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement.

Section 8.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 8.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Allegedly Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and the Allegedly Aggrieved Employees, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 8.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties.

Section 8.06 Entire Agreement.

This Agreement (including Exhibits) and the separate individual settlement agreement entered into between the Parties contains the entire understanding of the Parties regarding the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including the Parties' previously executed Memorandum of Understanding.

Section 8.07 Joint Drafting Of Settlement Documents.

The Parties are each represented by competent counsel of their own choosing, with Plaintiff's Counsel and Defense Counsel having arrived at this Agreement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential. This Agreement has been drafted jointly by Plaintiff's Counsel and Defense Counsel. Therefore, in any construction or interpretation of this Agreement, the Agreement shall not be construed against any of the Parties.

Section 8.08 No Press Release Or Publicity Regarding The Terms Of The Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement.

Section 8.09 Continuing Jurisdiction Of The Court.

Pursuant to California Code Of Civil Procedure Section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Agreement, in order to monitor and enforce compliance of this Agreement, and/or resolve any disputes over this Agreement or the administration of the benefits of this Agreement.

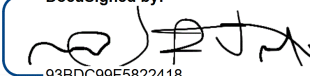
Section 8.10 Counterparts.

This Agreement, and any amendments to this Agreement, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release on the dates set forth below.

APPROVED AND ACCEPTED

Dated: 3/22/2021, 2021

DocuSigned by:

93BDC99F5822418...
By: MANUEL VILLANUEVA

Dated: March 22, 2021

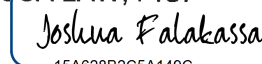
By:  Nadia Bensali
Title: VP of HR

On Behalf of Leach International Corporation

APPROVED AS TO FORM

Dated: 3/22/2021, 2021

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

DocuSigned by:

15A628B2C5A149C...
By: Joshua Falakassa
Mehrddad Bokhour
Joshua Falakassa
On Behalf Of Plaintiff and the Allegedly
Aggrieved Employees

Dated: March 22, 2021

BAKER & HOSTETLER LLP


By: Shareef S. Farag, Esq.
Vartan S. Madoyan, Esq.
On Behalf Of Leach International Corporation