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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO - CIVIL DIVISION**

AARON COLONELLI and DAVID  
MANCERA, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

PANASONIC AVIONICS  
CORPORATION; and DOES 1-100,  
inclusive,

Defendants.

CASE NO.: CIVDS2004284  
*[Unlimited Jurisdiction]*

*Assigned for all purposes to the Honorable  
David Cohn, Department S-64*

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

Complaint Filed: February 13, 2020  
Trial Date: Not Set

This Stipulation of Class Action and PAGA Settlement and Release (hereinafter  
“Stipulation of Settlement”) is made and entered into by and between Plaintiffs Aaron Colonelli  
and David Mancera (“Plaintiffs”) on the one hand, on behalf of themselves and all other

1 similarly situated former and current employees of Defendant, and Defendant Panasonic  
2 Avionics Corporation (“Defendant”) (collectively referred to as the “Parties”) on the other hand.

3       Procedurally, the Parties attended a full-day Mediation on December 1, 2020, with  
4 mediator Tripper Ortman, Esq. via videoconference. With the assistance of Mr. Ortman and  
5 through continued negotiations following mediation, the Parties reached the following binding  
6 Settlement to globally resolve all class and representative wage and hour claims asserted in the  
7 operative Complaint in the Action.

8       This Stipulation of Settlement shall be binding on Plaintiffs and those persons they seek  
9 to represent, and on Defendant and its past, current and future owners, parent companies,  
10 subsidiaries, divisions, related or affiliated companies, including but not limited to, its past,  
11 current and future owners, shareholders, officers, directors, fiduciaries, members, supervisory  
12 committee members, volunteers, managers, employees, agents, attorneys, insurers, successors  
13 and assigns, and any individual or entity who could be jointly and severally liable with any of  
14 the foregoing, and their respective counsel, subject to the terms and conditions hereof and the  
15 Court’s approval. The Stipulation of Settlement is also sometimes hereinafter referred to as  
16 simply the “Settlement.”

17       **THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS FOR  
18 SETTLEMENT PURPOSES ONLY:**

19       1.       On February 13, 2020, Plaintiffs filed a class action Complaint in the San  
20 Bernardino County Superior Court on behalf of themselves and all other similarly situated  
21 employees who worked for Defendant from February 13, 2016 through the present, Case No.  
22 CIVDS2004284 (“the Action”). The Complaint alleged class action claims for meal period and  
23 rest break violations, minimum wage violations, overtime violations, wage statement violations,  
24 failure to pay wages upon separation, and related derivative claims.

25       2.       Prior to the filing of the original Complaint, on February 11, 2020, Plaintiffs also  
26 sent a notice to the Labor and Workforce Development Agency (“LWDA”) alleging claims for  
27 meal and rest period violations, minimum wage violations, overtime violations, wage statement  
28 violations, and failure to pay wages upon separation. On or about April 16, 2020, the sixty-five  
(65) day notice period expired as to all Defendants, and the LWDA did not take any action to

1 investigate or prosecute this matter. Plaintiffs did not receive a written notice from the LWDA  
2 that it intended to investigate any of the claims outlined in the PAGA notice letter and, as a  
3 result, Plaintiffs were authorized to act as Private Attorney Generals to negotiate and resolve  
4 any PAGA claims of the representative class on behalf of the LWDA.

5 3. On June 8, 2020, Plaintiffs filed a First Amended Complaint alleging PAGA  
6 representative claims under California's Private Attorneys General Act (Cal. Lab. Code §2699,  
7 *et seq.*) for meal period and rest break violations, minimum wage violations, overtime violations,  
8 wage statement violations, failure to pay wages upon separation and related derivative claims.  
9 In total, Plaintiffs' First Amended Complaint alleges claims on behalf of the putative class and  
10 PAGA representative class for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime  
11 Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to  
12 Pay Wages Upon Separation of Employment and Within the Required Time; (6) Failure to  
13 Furnish Accurate Wage Statements; (7) Violation of California Business & Professions Code §  
14 17200, *et seq.*; and (8) Enforcement of Labor Code § 2968 *et seq.* (PAGA). The First Amended  
15 Complaint seeks to recover alleged unpaid wages and benefits, meal period and rest break  
16 premiums, statutory penalties, civil penalties, interest, and attorneys' fees and costs, on behalf  
17 of all California employees of Defendant during the Class Period as defined herein.

18 4. Defendant adamantly denies all material allegations set forth in the original  
19 Complaint and the First Amended Complaint, as well as the February 11, 2020, PAGA notice  
20 letter sent to the LWDA.

21 5. The Class Period runs from February 13, 2016 through March 1, 2021. The Class  
22 Period is inclusive of the PAGA period, which runs from April 4, 2019 through March 1, 2021.

23 6. Plaintiffs have not filed a motion for class certification in this action nor has a  
24 date been set by the Court for the filing of such a motion. Moreover, no trial dates or related  
25 dates have been set by the Court.

26 7. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall  
27 consist of all individuals currently or formerly working for Defendant in the State of California  
28 as non-exempt employees, and Customer Performance Center ("CPC") employees classified as  
exempt employees who Plaintiffs allege were misclassified by Defendant as exempt employees

1 whose job duties and/or salary did not meet the test for exempt classification during the Class  
2 Period. The Settlement Class, however, shall not include any person who signed severance  
3 agreements or who submits a timely and valid Request for Exclusion as provided for in this  
4 Stipulation of Settlement below.

5 8. For the sole purpose of settling the Action, the Parties stipulate and agree that the  
6 requisites for establishing class certification with respect to the Settlement Class have been met  
7 and are met. More specifically, the Parties stipulate and agree for the purpose of settling the  
8 Action only that:

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

11 b. There are common questions of law and fact including, but not limited to, the  
12 following:

13 i. Whether Defendant complied with applicable laws affecting Plaintiffs  
14 and the Settlement Class under the California Labor Code and the Wage Orders of the California  
15 Industrial Welfare Commission; and

16 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged wages,  
17 premiums, penalties, interest, and attorneys' fees and costs.

18 c. Plaintiffs believe their claims are typical of the claims of the members of the  
19 Settlement Class.

20 d. Plaintiffs believe they will fairly and adequately protect the interests of the  
21 Settlement Class, and that Samuel A. Wong, Jessica L. Campbell, and Carolyn Bell of Aegis  
22 Law Firm should be "Class Counsel," and will fairly and adequately protect the interests of the  
23 Settlement Class.

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

27 f. With respect to the Settlement Class, Plaintiffs believe that questions of law and  
28 fact common to the members of the Settlement Class predominate over any questions affecting  
any individual member in such Class, and a class action is superior to other available means for

1 the fair and efficient adjudication of the controversy.

2 9. Defendant adamantly denies any liability or wrongdoing of any kind whatsoever  
3 associated with the claims alleged in the Complaint, the First Amended Complaint or the LWDA  
4 notice letter, that Plaintiffs are adequate representatives to allege class and/or representative  
5 claims, including possessing standing under PAGA, and further denies that, for any purpose  
6 other than settlement, this Action is appropriate for class or representative treatment. With  
7 respect to Plaintiffs' claims, Defendant contends, among other things, that it has complied with  
8 all applicable state, federal and local laws affecting Plaintiffs and the Settlement Class.

9 10. It is the desire of the Parties to fully, finally and forever settle, compromise and  
10 discharge all disputes and claims arising from the allegations and causes of action stated in the  
11 entire Action. To achieve a full and complete release of Defendant and the specific additional  
12 entities/persons identified herein, each Class Member acknowledges that this Stipulation of  
13 Settlement is intended to include in its effect all claims contained in the original Complaint, the  
14 First Amended Complaint, the LWDA notice letter and any additional wage and hour claims  
15 that could have been brought based on the facts alleged in the First Amended Complaint during  
16 the Class Period and PAGA Period.

17 11. Counsel for the Settlement Class have conducted a thorough investigation into  
18 the facts of this Action and have diligently pursued an investigation of Class Members' claims  
19 against Defendant. Based on their own independent investigation and evaluation, Class Counsel  
20 are of the opinion that the Settlement with Defendant for the consideration and on the terms set  
21 forth in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest  
22 of the Settlement Class in light of all known facts and circumstances, including the risk of  
23 significant delay, the risk the Settlement Class will not be certified by the Court, defenses  
24 asserted by Defendant and numerous potential appellate issues. Defendant and its counsel also  
25 agree that the Settlement is fair and in the best interest of the Parties.

26 12. The Parties will cooperate and take all steps necessary as appropriate to  
27 consummate this Settlement and for entry of judgment in accordance with this Stipulation of  
28 Class Action and PAGA Settlement and Release.

13. This Settlement provides for an all-in settlement with no reversion or requirement to submit a claim form. Claim forms will not be required nor be sent to Class Members during the Class Notice process. Unless a Class Member submits a valid and timely Request for Exclusion, he or she will receive an Individual Settlement Payment check after final approval of the Settlement by the Court.

14. The “Maximum Settlement Amount” (“MSA”) under the Settlement is up to Nine Hundred Fifty Thousand Dollars (\$950,000) and includes the Individual Settlement Awards to Class Members who do not opt out of the Settlement (“Settlement Class Members”), the Attorneys’ Fees and Litigation Costs to Class Counsel, the Enhancement Awards to the Class Representatives, the Settlement Administration Costs to the Settlement Administrator, and the LWDA Payment to the Labor and Workforce Development Agency (“LWDA”), as provided by the Settlement. It is understood and agreed that Defendant’s maximum total liability under the Settlement shall not exceed Nine Hundred Fifty Thousand Dollars (\$950,000) for any reason whatsoever, unless the Escalator Clause is triggered and effectuated as detailed in Paragraph 16. Notwithstanding the foregoing, any employer-side payroll taxes due on the wages portion of the Individual Settlement Awards will be paid by Defendant in addition to and on top of the Maximum Settlement Amount.

## TERMS OF SETTLEMENT

15. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. It is agreed by and among Plaintiffs and Defendant that this Action and any claims, damages or causes of action that were alleged, or could have been alleged in the Complaint, the First Amended Complaint or Notice to the LWDA which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become “Effective” when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for the Class and Defendant; (ii) the Court has given and entered preliminary approval of the Settlement; (iii) the Class Notice has

1 been given to the Settlement Class, providing them with an opportunity to object or to opt-out  
2 of the Settlement; (iv) the Court has held a formal final fairness hearing and entered an order of  
3 final approval and a judgment certifying the Settlement Class and finally approving of this  
4 Stipulation of Settlement and the terms; and (v) in the event there are written objections filed  
5 prior to the formal fairness hearing which are not later withdrawn, the later of the following  
6 events: when the period for filing any appeal, writ or other appellate proceeding opposing the  
7 Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed;  
8 or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed  
9 finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or  
10 other appellate proceeding has upheld the Court's final order with no right to pursue further  
11 remedies or relief (no more appeals).

12 In this regard, it is the intention of the Parties that the Settlement shall not become  
13 Effective until the Court's entry of an order approving the Settlement as completely final, and  
14 there is no further recourse by a Class Member, an appellant or objector who seeks to contest  
15 the Settlement. It is further agreed by the Parties that this Settlement will not become Effective  
16 if Defendant, contrary to Paragraph 14 above, is required to pay more than the total amount of  
17 its maximum total liability under the Settlement as set forth in Paragraph 14 under any  
18 circumstances. It is further agreed by and between the Parties that this Settlement shall not  
19 become Effective, and Defendant shall not have any obligation (monetary or otherwise) under  
20 the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights  
21 of appeal with respect to any objections or the judgment, have been finally exhausted or resolved  
22 upholding the terms of this Settlement. However, if the settlement does not attain Final  
23 Approval, the parties agree to split any Settlement Administrator costs incurred.

24 c. Maximum Settlement Amount and Net Settlement Amount: To implement the  
25 terms of this Settlement, Defendant agrees to pay the Maximum Settlement Amount as an "all-  
26 in," non-reversionary settlement.

27 The amount available for distribution to Settlement Class Members ("Net Settlement  
28 Amount" or "NSA") shall be calculated by deducting the following sums from the Maximum  
Settlement Amount: (i) the Court-approved Attorneys' Fees and Litigation Costs to Class

Counsel; (ii) the Court-approved Enhancement Awards to Class Representatives; (iii) the Court-approved LWDA Payment to the LWDA; and (iv) the Court-approved Settlement Administration Costs to the Settlement Administrator.

i. Settlement Awards to Class Members: Settlement Awards to Class Members will be determined based on the number of weeks worked by all Class Members during the Class Period based on information provided by Defendant. Workweeks in which employees in the CPC were classified as exempt will be apportioned thirty percent (30%) of the NSA and the remaining non-exempt employee workweeks will be apportioned seventy percent (70%) of the NSA. Defendant's records are presumed to be accurate as they are normal business records. The workweeks will be calculated by the Settlement Administrator for Class Members by dividing the total days employed as a Class Member during the Class Period by seven. Defendant's workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator with credible written evidence. In order to be valid and timely, disputes must: (1) contain the Class Member's full name, telephone number, address, and the last four (4) digits of his or her Social Security number; (2) list the case name and number of the Action; (3) clearly state that the Class Member disputes the number of Workweeks attributed to him or her and the number of Workweeks that the Class Member contends is correct; (4) attach any documentation that the Class Member has that supports his or her contention; and (5) be mailed to the Settlement Administrator and postmarked on or before the day that is thirty (30) calendar days from the original mailing of the Class Notice ("Response Deadline"). All workweek disputes will be resolved and decided by the Settlement Administrator, in consultation with all counsel in this Action, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable. Prior to distribution of the Class Notice, the Settlement Administrator shall calculate the individual Settlement Awards for Class Members by the following formula. The amount to be paid per workweek to eligible Class Members will be calculated by the Settlement Administrator by dividing the apportioned Net Settlement Amount by the number of workweeks worked by each Class Member in the applicable exempt or non-exempt position during the Class Period to arrive at each Class Member's estimated individual Settlement Award. As provided by this formula, the sum total

of all individual Settlement Awards shall not exceed the Net Settlement Amount. Each Class Member's estimated Individual Settlement Award and the number of Workweeks in either CPC exempt or non-exempt positions allocated to him or her shall be listed in the Class Notice sent to that Class Member. Any Class Member who submits a valid and timely Request for Exclusion is not a Settlement Class Member and is ineligible to object to the Settlement, participate in the Settlement, or receive payment under the Settlement.

ii. Private Attorneys General Act Allocation: The Parties have agreed to allocate \$40,000 to claims under PAGA. Seventy-five percent (75%) of this amount, or in other words \$30,000, will be paid out of the Maximum Settlement Amount to the LWDA of the State of California, and the remaining balance of \$10,000 will remain included in the Net Settlement Amount for Class Members. Plaintiffs' Counsel will promptly notify the LWDA of the Settlement, seek approval of the Settlement, and perform any and all statutory tasks as required by law in order to fully comply with all PAGA rules and procedures relating to any PAGA settlements.

iii. Allocation of Settlement Awards: The Parties have agreed that each Individual Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount as twenty percent (20%) as wages for which IRS Forms W-2 will issue (the "Wage Component") and eighty percent (80%) as alleged penalties and interest for which IRS Forms 1099-MISC will issue from the Settlement Administrator. The Wage Component shall be reported on a W-2 Form and will be provided to each participating Settlement Class Member. Each Individual Settlement Award will be reduced for the employee's share of payroll taxes due on the Wage Component prior to distribution to the Settlement Class Members (the net payment is referred to as "Individual Settlement Payment"). Defendant will pay the employer's share of payroll taxes due on the wages portion separately and in addition to the Maximum Settlement Amount. No withholding shall be made on the non-wage components of the Settlement.

Defendant will not offer or provide any tax advice to Class Members concerning their responsibility for taxes, if any, on payments they receive from this Settlement, and Defendant will be held harmless from any liability for failure to pay taxes by any Class Member, Class Counsel or any other party or entity as long as Defendant complies with its tax obligations in

1 this Settlement.

2           iv.     Settlement Awards Do Not Trigger Additional Benefits: All Settlement  
3 Awards to Class Members shall be deemed to be income to such Class Members solely in the  
4 year in which such awards are actually received by the Class Members. It is expressly  
5 understood and agreed that the receipt of such Settlement Awards will not entitle any Class  
6 Member to additional compensation or benefits under any company retirement, sick, vacation,  
7 bonus, contest or other compensation or benefit plan or agreement in place during the period  
8 covered by the Settlement, nor will it entitle any Class Member to any increased retirement,  
9 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this  
10 Settlement that the Settlement Awards provided for in this Stipulation of Settlement are the sole  
11 payments to be made by Defendant to the Class Members in connection with this Settlement,  
12 and that the Class Members are not entitled to any new or additional compensation or benefits  
13 as a result of having received the Settlement Awards (notwithstanding any contrary language or  
14 agreement in any benefit or compensation plan document that might have been in effect during  
the period covered by this Settlement).

15           v.     Attorneys' Fees and Litigation Costs: Subject to Court approval or  
16 modification, Defendant further agrees to pay Class Counsel's attorneys' fees and litigation  
17 costs as set forth in Paragraph 17 below out of the Maximum Settlement Amount.

18           vi.    Enhancement Awards: Subject to Court approval, Plaintiff Colonelli and  
19 Plaintiff Mancera will receive separate Enhancement Awards of \$10,000.00 each. Defendant  
20 agrees not to challenge the Enhancement Awards so long as they are within the threshold  
21 identified in this subparagraph. The Enhancement Awards cannot exceed the amount identified  
22 herein, and are in addition to any claimed individual Settlement Award to which Plaintiffs are  
23 entitled as Class Members and PAGA Members. The Enhancement Awards are to be part of,  
24 and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator will  
25 issue an IRS Form 1099-MISC for the Enhancement Awards to Plaintiffs for their service as  
26 Class Representatives, and Plaintiffs will be responsible for correctly characterizing this  
27 compensation for tax purposes and for paying any taxes on the amounts received. Should the  
28 Court approve the Enhancement Awards to the Class Representatives in an amount less than the

1 amount set forth above, the difference between the lesser amount approved by the Court and the  
2 Enhancement Awards set forth above shall be added to the Net Settlement Amount for use by  
3 Class Members.

4           vii. Settlement Administrator: The “Settlement Administrator” will be  
5 Phoenix Settlement Administrators (“Phoenix”) or such other Settlement Administrator as may  
6 be mutually agreeable to the Parties and approved by the Court. The fees of the Settlement  
7 Administrator for work done in administration of the Settlement (“Settlement Administration  
8 Costs”) shall be paid out of the Maximum Settlement Amount. The Settlement Administration  
9 Costs shall not exceed twelve thousand dollars (\$12,000.00). Should the Court approve the  
10 Settlement Administration Costs to the Settlement Administrator in an amount different than the  
11 amount set forth above, the difference between the lesser amount approved by the Court and the  
12 amount set forth herein shall be included in the Net Settlement Amount for use by Class  
13 Members.

14           viii. Distribution of Payments under the Settlement: The Settlement  
15 Administrator will cause the Individual Settlement Payments to be mailed to the Settlement  
16 Class Members, the Attorneys’ Fees and Litigation Costs to be distributed to Class Counsel, the  
17 Enhancement Awards to be distributed to the Class Representatives, the Settlement  
18 Administration Costs to be distributed to itself, and the LWDA Payment to be distributed to the  
19 LWDA, within twenty (20) calendar days after the Settlement Administrator receives the  
20 Maximum Settlement Amount from Defendant, but in no event prior to the date the Settlement  
21 becomes Effective as defined in Paragraph 15.b.

22           ix. Notice of Class Action and PAGA Settlement: Each Class Member will  
23 be mailed a Notice of Class Action and PAGA Settlement (“Class Notice,” a true copy of which  
24 is attached hereto as **Exhibit “1”**), which will state the number of Workweeks allocated to that  
25 Class Member, along with his or her estimated Individual Settlement Award. The pre-printed  
26 information based on Defendants’ business records shall be presumed to be correct, unless the  
27 Class Member submits a dispute containing written credible, evidence to the contrary to the  
28 Settlement Administrator and counsel for the Parties.

          x. Payment Schedule: Defendant will transfer the Maximum Settlement

1 Amount and employer's share of payroll taxes due on the wages portion of the Individual  
2 Settlement Awards, to the Settlement Administrator no later than thirty (30) calendar days  
3 following the Effective Date.

4 d. Right to Rescission: If ten percent (10%) or more of the Settlement Class opts-  
5 out of the Settlement Class by submitting valid and timely Requests for Exclusion as set forth  
6 in the Class Notice, Defendant shall have the right (but need not) in its sole discretion to rescind  
7 and void the entire Settlement, before Final Approval by the Court, by providing written notice  
8 to Class Counsel within fourteen (14) calendar days after the date the Settlement Administrator  
9 furnishes the Parties with the final numbers and percentage of valid and timely Requests for  
10 Exclusion. If Defendant exercises this option, Defendant shall pay only costs of Settlement  
11 administration incurred up to that date. Defendant shall not be responsible for paying any of the  
12 attorneys' fees or costs set forth in this Stipulation of Settlement, or any other fees and/or costs  
13 incurred by Class Counsel to effectuate this Stipulation of Settlement. Defendant's termination  
14 of this Settlement shall have the same effect as would non-approval of the Settlement by the  
15 Court: the Parties shall revert to their previous positions, with all parties to this Settlement to  
16 stand in their same position, without prejudice, as if the Stipulation of Settlement had been  
17 neither entered into nor filed with the Court, and Defendant will not stipulate to class  
18 certification and will contend that a PAGA representative action is not appropriate.

19 16. Escalator Clause: If the number of Class Members exceeds 922 by more than  
20 10% or the number of workweeks exceeds 144,371 by more than 10%, the Maximum Settlement  
21 Amount will increase pro rata per additional class member or per additional workweek,  
22 whichever is greater. However, if this Escalator Clause is triggered, Defendant may instead  
23 choose to end the Class Period and PAGA Period on the date that the Escalator Clause is  
24 triggered, i.e. the date at which the number of Class Members or workweeks exceed 10%. If  
25 Defendant chooses to end the Class Period and PAGA Period on the earlier date, Plaintiffs have  
26 the option to (but need not) in their sole discretion to rescind and void the entire Settlement,  
27 before Final Approval by the Court, by providing written notice to Defendant and Defendant's  
28 counsel at least twenty-one (21) calendar days after the date Defendant chooses to end the Class  
Period and PAGA Period on the earlier date. Prior to terminating the Settlement, the Parties

1 agree to contact the mediator to work with the Parties to attempt to resolve the dispute without  
2 the necessity of terminating the Settlement. The Parties will equally split any additional  
3 mediator fees. If Plaintiffs exercise this option and void the Settlement, Plaintiffs shall pay the  
4 costs of Settlement administration incurred up to that date. Plaintiffs' termination of this  
5 Settlement shall have the same effect as would non-approval of the Settlement by the Court: the  
6 Parties shall revert to their previous positions, with all parties to this Settlement to stand in their  
7 same position, without prejudice, as if the Stipulation of Settlement had been neither entered  
8 into nor filed with the Court, and Defendant will not stipulate to class certification and will  
9 contend that a PAGA representative action is not appropriate.

#### 10 **SETTLEMENT ADMINISTRATION**

11 17. The Parties have agreed to the appointment of Phoenix to perform the customary  
12 duties of Settlement Administrator; provided, however, the Parties shall have the right to select  
13 or substitute a different Settlement Administrator by mutual agreement and approval by the  
14 Court. The Settlement Administrator will independently review Defendant's data, and based on  
15 Defendant's records, calculate the number of Workweeks allocated to the Class Members and  
16 the estimated and actual Individual Settlement Awards due to Class Members in accordance  
17 with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or  
18 narrative form, the substance of its findings. The Parties shall be able to review Settlement  
19 Administrator's Workweek and Individual Settlement Award calculations (with employee's  
20 personal contact information redacted) prior to the Class Notices being mailed in order to ensure  
21 that correct and accurate representations are made to Class Members. All disputes relating to  
22 the Settlement Administrator's performance of its duties shall be referred to the Court, if  
23 necessary, which will have continuing jurisdiction over the terms and conditions of this  
24 Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of  
25 Settlement have been fully carried out.

#### 26 **ATTORNEYS' FEES AND LITIGATION COSTS**

27 18. In consideration for settling this Action, in exchange for the release of claims by  
28 the Settlement Class, and subject to final approval or modification by the Court, Defendant  
agrees to pay Class Counsel attorneys' fees not to exceed thirty-three and one-third percent (33

1 1/3%) of the Maximum Settlement Amount, or in other words up to \$316,666.67 of the current  
2 Maximum Settlement Amount, and attorneys' costs not to exceed \$20,000.00 from the  
3 Maximum Settlement Amount. Defendant will not object to Class Counsel's application for  
4 attorneys' fees and litigation costs up to these amounts. The amounts set forth above will cover  
5 all work performed and all fees and costs incurred to date, and all work to be performed and all  
6 fees and costs to be incurred in connection with the approval by the Court of this Stipulation of  
7 Settlement, the administration of the Settlement, and obtaining the Final Approval and  
8 judgment. Class Counsel certifies that no liens for attorneys' fees or any further claims for  
9 attorneys' fees based on referrals to Class Counsel's firm exist and agrees to indemnify  
10 Defendant against any claim for attorneys' fees by any third-party beyond the amount provided  
11 for in this Settlement. Should the Court approve lesser amounts for attorneys' fees and litigation  
12 costs, the difference between the lesser amounts and the maximum amounts set forth above shall  
13 be added to the Net Settlement Amount for Class Members.

14 **NOTICE TO THE CLASS**

15 19. The Class Notice shall be jointly drafted by the Parties, subject to approval by  
16 the Court. The Court-approved Class Notice shall be sent by the Settlement Administrator to  
17 the Class Members by first class U.S. mail.

18 a. Within fourteen (14) calendar days of entry of an Order of Preliminary Approval  
19 of this Stipulation of Settlement by the Court, Defendant shall provide to the Settlement  
20 Administrator a confidential spreadsheet of the Class Members' names, last-known home  
21 addresses, Social Security Numbers or Federal Employment Identification Numbers, and hire  
22 and termination dates as an hourly-paid or non-exempt employee of Defendant during the Class  
23 Period and if applicable hire and termination or end dates as exempt CPC employees so weeks  
24 worked can be calculated by the Settlement Administrator. The Parties agree the Social Security  
25 Numbers will be used only by the Settlement Administrator for the sole purpose of identification,  
26 confirmation of being a Class Member and effectuating the Settlement and will not be provided  
27 to Class Counsel at any time or in any form, except as may be specifically necessary to address  
28 any specific issues with the administration process. The spreadsheet provided for above, shall  
be based on Defendant's payroll and other business records and in a reasonable format

1 acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement  
2 Administrator prior to the production date to ensure that the format will be acceptable to the  
3 Settlement Administrator. The Settlement Administrator will run a check of the Class Members'  
4 addresses against those on file with the U.S. Postal Service's National Change of Address  
5 ("NCOA") List prior to the initial mailing. Within twenty-eight (28) calendar days of  
6 Preliminary Approval of this Settlement, the Settlement Administrator will mail the Class Notice  
7 to Class Members.

8       b. Class Notices returned to the Settlement Administrator as non-delivered on or  
9 before the Response Deadline shall be re-sent to the forwarding address, if any, on the returned  
10 envelope. If there is no forwarding address, the Settlement Administrator will do one skip-trace  
11 search using the Class Member's Social Security number and re-mail the Class Notice within  
12 five (5) calendar days of receipt. Upon completion of these steps by the Settlement  
13 Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied  
14 their obligations to provide the Class Notice to the Class Member.

15       c. The Class Notice shall identify the procedures for opting-out of or objecting to  
16 the Settlement.

17       d. Class Counsel shall provide to the Court, at least sixteen (16) Court days before  
18 the final approval hearing, a declaration from the Settlement Administrator of its due diligence  
19 and proof of mailing with regard to the mailing of the Class Notice.

#### 20                   **INDIVIDUAL SETTLEMENT PAYMENT CHECKS**

21       20. Individual Settlement Payment checks shall remain valid and negotiable for one  
22 hundred eighty (180) calendar days from the date of their issuance; upon the 180-day deadline,  
23 the checks will automatically be cancelled by the Settlement Administrator if not deposited,  
24 cashed, or otherwise negotiated by the Class Member beforehand. The checks provided to Class  
25 Members shall prominently state the expiration date. Funds associated with such cancelled  
26 checks will, pursuant to California Code of Civil Procedure section 384, be transmitted to  
27 Community Legal Aid SoCal as the *cy pres* recipient.

28       ///

///

1                                    **OPTING OUT OF / OBJECTING TO THE SETTLEMENT**

2            21.    Opting Out of the Settlement. For those Class Members who do not wish to  
3 participate in the Settlement, such Class Members may exclude themselves by submitting a valid  
4 and timely Request for Exclusion. In order to be valid and timely, the Requests for Exclusion  
5 must: (1) contain the Class Member's full name, telephone number, address, and the last four  
6 digits of his or her Social Security number; (2) list the case name and number of the Action; (3)  
7 clearly state that the Class Member wishes to be excluded from the Settlement; and (4) be mailed  
8 to the Settlement Administrator and postmarked on or before the Response Deadline. Any Class  
9 Member who submits a Request for Exclusion will lack standing to object to the Settlement.

10            Class Members who submit a Request for Exclusion shall be permitted to rescind it by  
11 submitting a written request to rescind their Request for Exclusion to the Settlement  
12 Administrator postmarked no later than twenty (20) calendar days after the Class Member's  
13 Request for Exclusion is postmarked.

14            22.    Objecting to the Settlement. Any Class Member who does not opt-out of the  
15 Settlement (i.e., Settlement Class Member) can object to the terms of the Settlement by  
16 submitting a timely and complete written objection ("Objection"). In order to be complete and  
17 timely, Objections must: (1) contain the Settlement Class Member's full name, telephone  
18 number, address, and the last four digits of his or her Social Security number; (2) list the case  
19 name and number of the Action; (3) state each specific reason in support of the objection and  
20 any legal support for each objection; (4) if the objecting Settlement Class Member is represented  
21 by counsel, the name, phone number, mailing address, and email address of such counsel; and  
22 (5) be served by mail to the Settlement Administrator, file-stamped and post-marked on or before  
23 the Response Deadline. Class Counsel must file any such objection with the final approval  
24 motion.

25                                    **RELEASE BY THE CLASS**

26            23.    Effective upon the date of Defendant funds the Settlement, and except as to such  
27 rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and  
28 each member of the Class who has not submitted a valid Request for Exclusion, shall fully and  
finally release and discharge Defendant Panasonic Avionics Corporation and its former, present

1 and future owners, parents, subsidiaries and affiliated corporations and entities, and all of its  
2 current, former and future officers, directors, members, managers, employees, consultants,  
3 partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers,  
4 attorneys, and legal representatives (collectively, the “Released Parties”), from any and all  
5 claims, rights, demands, liabilities and causes of action of any nature or description, including  
6 any such claims, whether known or unknown, that were litigated in the Action against Defendant  
7 or could have been litigated based on the facts and circumstances alleged in the entire Action  
8 against Defendant, arising under the Complaint and First Amended Complaint filed in the San  
9 Bernardino County Superior Court including, but not limited to, all claims under the California  
10 Labor Code, Wage Orders and related orders of the California Industrial Welfare Commission  
11 and Business and Professions Code section 17200, *et seq* (the “Released Claims”) alleged in the  
12 Action or which could have been alleged based on the facts alleged in the Complaint and First  
13 Amended Complaint. The claims released under this paragraph shall include, but not necessarily  
14 be limited to, claims for: meal period violations and failure to pay compensation in lieu thereof;  
15 rest break violations and failure to pay compensation in lieu thereof; failure to pay minimum  
16 wages, regular wages, overtime and double time wages; all theories related to unpaid wages  
17 (including but not limited to off-the-clock work, time shaving, time rounding, on-call time,  
18 working through meal periods, regular rate claims, on-duty meal period violations, or any other  
19 claims giving rise to minimum and/or overtime violations); unpaid meal period penalties; unpaid  
20 rest period penalties; wage statement violations; failure to pay wages upon separation from  
21 employment; waiting time penalties; any penalties or wages owed, derivative violations of the  
22 Unfair Competition Law, derivative California Private Attorneys General Act, the Labor Code,  
23 Labor Code section 2699, *et seq.*, as well as any damages, restitution, disgorgement, civil  
24 penalties, statutory penalties, taxes, interest or attorneys’ fees or costs resulting therefrom. This  
25 release and waiver, however, shall be conditional on the full payment of the Maximum  
26 Settlement Amount necessary to fund all payment obligations.

26       24.     The Class Notice mailed to the Class Members will state that Class Members  
27 who fail to submit a timely and valid Request for Exclusion will release the Released Parties  
28 from the Released Claims upon the Effective Date and conditioned upon the Settlement being

1 granted final approval by the Court and full payment of the Maximum Settlement Amount by  
2 Defendants.

3 25. In addition to the releases made above, Plaintiffs shall individually make the  
4 following additional general release (“General Release”):

5 Plaintiffs Aaron Colonelli and David Mancera release the Released  
6 Parties from all claims, demands, rights, liabilities and causes of  
7 action of every nature and description whatsoever, known or  
8 unknown, asserted or that might have been asserted, whether in  
9 tort, contract, or for violation of any state or federal statute, rule or  
10 regulation arising out of, relating to, or in connection with any act  
11 or omission by or on the part of any of the Released Parties  
12 committed or omitted prior to the execution hereof.

13 Plaintiffs Aaron Colonelli and David Mancera stipulate and agree  
14 that they expressly waive and relinquish, to the fullest extent  
15 permitted by law, the provisions, rights and benefits of Section  
16 1542 of the California Civil Code, or any other provision under  
17 federal or state law, which provides:

18 **A general release does not extend to claims that the creditor or  
19 releasing party does not know or suspect to exist in his or her  
20 favor at the time of executing the release, and that if known by  
21 him or her, would have materially affected his or her  
22 settlement with the debtor or released party.**

23 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

24 26. Plaintiffs shall promptly submit this Stipulation of Settlement to the San  
25 Bernardino County Superior Court in support of their Motion for Preliminary Approval of Class  
26 Action and PAGA Settlement and determination by the Court as to its fairness, adequacy and  
27 reasonableness; Plaintiffs agree to provide Defendant the opportunity to review, before filing,  
28 their Motion for Preliminary Approval of Class Action and PAGA Settlement. Promptly upon  
execution of this Stipulation of Settlement, Plaintiffs shall apply to the Court for the entry of an  
order preliminarily approving of the Settlement in a form that is mutually agreeable between the  
Parties and also provides for the following:

a. Scheduling a fairness hearing on the question of whether the proposed  
Settlement, including payment of attorneys’ fees and litigation costs, costs of administration,  
Enhancement Awards, and the PAGA Award should be finally approved as fair, reasonable and  
adequate as to the members of the Settlement Class;

b. Provisionally certifying a Settlement Class, Plaintiffs as the Class  
Representatives, and Samuel A. Wong, Jessica L. Campbell, and Carolyn Bell of Aegis Law

1 Firm as Class Counsel;

2 c. Approving as to form and content the proposed Class Notice;

3 d. Approving of the manner and method for Class Members to opt-out from the  
4 Settlement by submitting a Request for Exclusion;

5 e. Directing the mailing of the Class Notice by first class U.S. mail to the Class  
6 Members;

7 f. Preliminarily approving the Settlement subject only to the objections of Class  
8 Members and final review by the Court; and

9 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any other  
10 cases, claims, suits or administrative proceedings (including filing claims with the Division of  
11 Labor Standards Enforcement of the California Department of Industrial Relations) regarding  
12 the Released Claims unless and until such Class Members have filed valid Requests for  
13 Exclusion with the Settlement Administrator.

14 **DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL**

15 27. Plaintiffs agree to provide Defendant the opportunity to review, before filing,  
16 their Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel agrees  
17 to submit a proposed final order and judgment, in a form that is mutually agreeable between the  
18 Parties and also provides for the following:

19 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
adequate, and directing consummation of its terms and provisions;

20 b. Approving Class Counsel's application for an award of attorneys' fees and  
21 litigation costs;

22 c. Approving the Enhancement Awards to the Class Representatives; and

23 d. Entering judgment in accordance with California Rules of Court, Rule 3.769(h),  
24 and permanently barring and enjoining all members of the Settlement Class from prosecuting  
25 claims against Defendant, its past, present and future owners, parent companies, subsidiaries,  
26 divisions, related or affiliated companies, including but not limited to their past, present and  
27 future owners, shareholders, officers, directors, employees, agents, attorneys, insurers,  
28 successors and assigns, and any individual or entity who could be jointly liable with any of the

1 foregoing, any individual or class, collective or representative claims released herein, upon  
2 satisfaction of all payments and obligations hereunder.

3 **PARTIES' AUTHORITY**

4 28. The signatories hereto hereby represent that they are fully authorized to enter into  
5 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

6 **MUTUAL FULL COOPERATION**

7 29. The Parties agree to fully cooperate with each other to accomplish the terms of  
8 this Stipulation of Settlement, including, but not limited to, execution of such documents and  
9 taking such other action as reasonably may be necessary to implement the terms of this  
10 Stipulation of Settlement. The Parties shall use their best efforts, including all efforts  
11 contemplated by this Stipulation of Settlement and any other efforts that may become necessary  
12 by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set  
13 forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class  
14 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all  
15 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

16 30. The Parties and their respective counsel agree that they will not attempt to  
17 encourage Class Members to submit Requests for Exclusion or Objections. Class Counsel  
18 specifically agrees not to solicit Requests for Exclusion, directly or indirectly, through any  
19 means. Nothing in this paragraph shall prohibit Class Counsel from responding to Class Member  
20 inquiries in compliance with their ethical and fiduciary obligations.

21 **NO PRIOR ASSIGNMENTS**

22 31. The Parties and their counsel represent, covenant and warrant that they have not  
23 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or  
24 encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
25 action or right herein released and discharged except as set forth herein.

26 **NO ADMISSION**

27 32. This Agreement is entered into in compromise of disputed claims. Nothing  
28 contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or  
deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant

1 Panasonic Avionics Corporation, which specifically denies any liability, culpability, negligence,  
2 or wrongdoing towards the Plaintiffs, the Class Members, or any other person. Each of the  
3 Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid  
4 further disputes and litigation with the attendant inconvenience and expenses. The Parties agree  
5 that this Stipulation of Settlement is not evidence that the Action filed by Plaintiffs has any  
6 merit, nor does it constitute an admission of any wrongdoing by Defendant Panasonic Avionics  
7 Corporation, which does not admit to the suitability of this case for class action or representative  
8 litigation other than for purposes of this Settlement. If the Court does not grant either  
9 preliminary or final approval of this Settlement, or approval is reversed upon appeal, then the  
10 Parties revert to their previous positions, all Parties to this Settlement shall stand in the same  
11 position, without prejudice, as if the Settlement had been neither entered into nor filed with the  
12 Court and Defendant Panasonic Avionics Corporation will not stipulate to class certification and  
13 will contend that a representative action is not appropriate. Defendant further reserves any and  
14 all right to move to strike the class and PAGA representative claims, move to compel individual  
15 arbitration, challenge Plaintiffs' adequacy to serve as Class and PAGA Representatives, and/or  
16 challenge Plaintiffs' standing to bring representative claims pursuant to PAGA.

#### 16 **ENFORCEMENT ACTIONS**

17 33. The Parties agree that the San Bernardino County Superior Court shall retain  
18 jurisdiction to enforce the terms of this Stipulation of Settlement pursuant to California Code of  
19 Civil Procedure Section 664.6. In the event one or more of the Parties to this Stipulation of  
20 Settlement institutes any legal action or other proceeding against any other Party or Parties to  
21 enforce the provisions of this Stipulation of Settlement or to declare the rights or obligations  
22 under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover  
23 from the unsuccessful Party or Parties reasonable attorneys' fees and litigation costs, including  
24 expert witness fees incurred in connection with any enforcement actions.

#### 25 **NOTICES**

26 34. Unless otherwise specifically provided herein, all notices, demands or other  
27 communications given hereunder shall be in writing and shall be deemed to have been duly  
28

given as of the fifth (5) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

**To Plaintiffs and the Settlement Class:**

Samuel A. Wong  
Jessica L. Campbell  
Carolyn Bell  
**AEGIS LAW FIRM, PC**  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618

**To Defendant:**

Danielle H. Moore  
Jason A. Fischbein  
Kathryn M. Evans  
**FISHER & PHILLIPS LLP**  
4747 Executive Drive, Suite 1000  
San Diego, California 92121

**NO PUBLIC COMMENT**

35. The Plaintiffs and Class Counsel will not make any public comment about the Action or the Settlement, except by public court and/or administrative filings seeking preliminary and final Court approval of the Settlement, including payment and allocation of PAGA penalties; the Parties will use their best efforts to reach agreement on all Court and/or administrative filings. Class Counsel will take all steps necessary to ensure the Plaintiffs are aware of the restriction against public comment of the Settlement. Nothing in this paragraph shall prohibit Plaintiffs or their counsel from discussing the settlement with Class Members. Nothing in this paragraph shall prohibit Class Counsel from listing this case among its qualifications to be appointed class counsel in other cases.

**CONSTRUCTION**

36. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason

1 of the extent to which any party or his, her or its counsel participated in the drafting of this  
2 Stipulation of Settlement.

3 **CAPTIONS AND INTERPRETATIONS**

4 37. Paragraph titles or captions contained herein are inserted as a matter of  
5 convenience and for reference, and in no way define, limit, extend or describe the scope of this  
6 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is  
7 contractual and not merely a recital.

8 **MODIFICATION**

9 38. This Stipulation of Settlement may not be changed, altered or modified, except  
10 in writing and signed by the Parties hereto and approved by the Court. This Stipulation of  
11 Settlement may not be discharged except by performance in accordance with its terms or by a  
12 writing signed by the Parties hereto.

13 **INTEGRATION CLAUSE**

14 39. This Stipulation of Settlement contains the entire agreement between the Parties  
15 relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous  
16 agreements, understandings, representations and statements, whether oral or written and whether  
17 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived  
18 except in writing.

19 **BINDING ON ASSIGNS**

20 40. This Stipulation of Settlement shall be binding upon and inure to the benefit of  
21 the Parties and the Released Parties hereto, and their respective heirs, trustees, executors,  
22 administrators, successors and assigns.

23 **CLASS MEMBER SIGNATORIES**

24 41. It is agreed that because the members of the Class are so numerous, it is  
25 impossible or impractical to have each member of the Class execute this Stipulation of  
26 Settlement. The Class Notice will advise all Class Members of the binding nature of the release,  
27 and the release shall have the same force and effect as if this Stipulation of Settlement were  
28 executed by each member of the Class.

///

**COUNTERPARTS**

42. This Stipulation of Settlement may be executed in counterparts and by PDF signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

**Plaintiffs and Class Representatives**

Dated: 2/17/2021 \_\_\_\_\_

DocuSigned by:

*Aaron Colonelli*

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AARON COLONELLI

Dated: \_\_\_\_\_

DAVID MANCERA

**Defendant PANASONIC AVIONICS CORPORATION**

Dated: \_\_\_\_\_

PANASONIC AVIONICS CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

1 **COUNTERPARTS**

2 42. This Stipulation of Settlement may be executed in counterparts and by PDF  
3 signatures, and when each party has signed and delivered at least one such counterpart, each  
4 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken  
5 together with other signed counterparts, shall constitute one Stipulation of Settlement binding  
6 upon and effective as to all Parties.

7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
8 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and  
9 Defendant as of the date(s) set forth below:

10 **Plaintiffs and Class Representatives**

11  
12  
13 Dated: \_\_\_\_\_  
14 AARON COLONELLI

15  
16 Dated: \_\_\_\_\_  
17 DAVID MANCERA

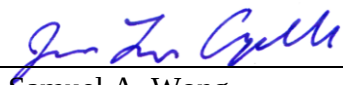
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19 **Defendant PANASONIC AVIONICS CORPORATION**

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22 Dated: Feb 17, 2021  
23 PANASONIC AVIONICS CORPORATION  
24 By: Abby L. Bried  
25 Name: Abby L. Bried  
26 Title: Vice President and General Counsel  
27  
28

1 APPROVED AS TO FORM ONLY:

2  
3 Dated: February 17, 2021

**AEGIS LAW FIRM, PC**

4  
5 By: 

6 Samuel A. Wong

7 Jessica L. Campbell

8 Carolyn Bell

9 Attorneys for Plaintiffs Aaron Colonelli and  
10 David Mancera

11 DATE: \_\_\_\_\_

**FISHER & PHILLIPS LLP**

12  
13 By: \_\_\_\_\_

14 Danielle Hultenius Moore

15 Jason A. Fischbein

16 Kathryn M. Evans

17 Attorneys for Panasonic Avionics Corporation  
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APPROVED AS TO FORM ONLY:

Dated: \_\_\_\_\_

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_

Samuel A. Wong  
Jessica L. Campbell  
Carolyn Bell  
Attorneys for Plaintiffs Aaron Colonelli and  
David Mancera

DATE: 2/17/2021

**FISHER & PHILLIPS LLP**

By: \_\_\_\_\_

  
Danielle Hultenius Moore  
Jason A. Fischbein  
Kathryn M. Evans  
Attorneys for Panasonic Avionics Corporation

# EXHIBIT 1

# **Notice of Proposed Class Action and Private Attorneys General Act Settlement**

*Aaron Colonelli and David Mancera v. Panasonic Avionics Corporation*  
San Bernardino County Superior Court  
Case No.: CIVDS2004284

## **THIS IS A COURT-AUTHORIZED NOTICE.**

PLEASE READ THIS NOTICE CAREFULLY.  
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED  
SETTLEMENT.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.  
*This is not a lawsuit against you and you are **not** being sued.*  
*This is not a solicitation from a lawyer.*

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

You received this notice because Panasonic Avionics Corporation's ("PAC") records indicate you were employed by PAC in California at some point between February 13, 2016 and March 1, 2021 as a non-exempt employee and, therefore, are a Class Member in this class action lawsuit. As a Class Member, the Court has ordered that this notice be sent to you to: (1) inform you of the settlement of this class action lawsuit; (2) inform you of your legal rights under the Settlement; and (3) advise you of how you can participate, exclude yourself, or object to the Settlement.

### **2. What is this lawsuit about?**

The lawsuit alleges that PAC misclassified a certain group of exempt employees that were reclassified as non-exempt employees in December 2019. The lawsuit further alleges that those misclassified employees, along with all non-exempt employees, are owed overtime, meal and rest period premiums, unpaid minimum wages, various associated penalties associated with failure to provide accurate, itemized wage statements, failure to pay all wages owed during, and upon separation of, employment, and violation of the California Private Attorneys General Act of 2004 (California Labor Code §§ 2698, *et seq.*) ("PAGA"). The lawsuit also alleges that PAC violated California's Business and Professions Code §§ 17200, *et seq.*

PAC denies it did anything wrong and contends that it properly classified all employees; timely and properly paid all wages owed; provided all required meal and rest periods; properly issued accurate, itemized wage statements, as required by law; and did not engage in any unfair competition or violations of PAGA. PAC contends that none of the claims alleged by Plaintiffs Aaron Colonelli and David Mancera will succeed in Court.

### **3. What is a class action?**

In a class action lawsuit, a person called a Class Representative sues on behalf of people

who have similar claims. The people with similar claims are called Class Members and together they make up the Class. In a class action, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A Class Member is bound by the determination or judgment entered in the case, whether the Class wins or loses, and may not file their own lawsuit on the same claims that were decided in the class action, unless the class member excludes themselves from the Class. Here, the Court preliminarily approved the Settlement and appointed Plaintiffs Aaron Colonelli and David Mancera as Class Representatives.

#### **4. Why is there a settlement?**

The Court did not hold a trial to decide in favor of Plaintiffs or PAC. Instead, both sides agreed to a settlement that they believe is fair, reasonable, and adequate under the circumstances. Plaintiffs think their claims have merit and that they would have been successful at trial. On the other hand, PAC denies all liability and believes that Plaintiffs would not have won anything at trial. In agreeing to settle this lawsuit, both sides avoided the significant costs of a trial and Class Members will receive compensation without any determination of wrongdoing by PAC.

### **WHO IS INCLUDED IN THE SETTLEMENT?**

To receive a portion of the Settlement, you must be a Class Member.

#### **5. How do I know if I am a Class Member?**

You are a Class Member if you were employed by PAC in California at some point between February 13, 2016 and March 1, 2021 as a non-exempt employee. The Settlement Class does not include any person who signed a severance agreement with PAC at the end of their employment, unless they were rehired by PAC after signing a severance agreement.

### **THE LAWYERS REPRESENTING YOU**

#### **6. Do I have a lawyer in this case?**

The Court appointed Aegis Law Firm to serve as Class Counsel and represent you and other Class Members. Class Counsel may be reached at:

9811 Irvine Center Drive, Suite 100  
Irvine, CA 92618  
Telephone: (949) 379-6250  
Website: [www.AegisLawFirm.com](http://www.AegisLawFirm.com)  
Email: [CBell@aegislawfirm.com](mailto:CBell@aegislawfirm.com)

You will not be charged for their services. Instead, Class Counsel will request to be compensated directly from the Settlement, as discussed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **7. How will Class Counsel be paid?**

Class Counsel undertook this case on a contingency basis, that is, without receiving any

payment up front. Now, having successfully resolved this action on behalf of the Class, Class Counsel will ask the Court to approve payment by PAC of \$316,666.67 for attorneys' fees and up to \$20,000 in litigation costs. The fees will pay Class Counsel for litigating the case and negotiating the Settlement, but the Court may award less than these amounts. PAC has agreed not to oppose Class Counsel's request for these fees and costs.

## WHAT ARE THE TERMS OF THE SETTLEMENT?

### 8. What does the Settlement provide?

PAC has agreed to pay up to \$950,000, in addition to any employer-side payroll taxes due, (the "Total Settlement Amount") to settle this lawsuit. Before any payments will be made to Class Members, however, the following deductions will be made from the Total Settlement Amount:

- Settlement Administration Costs: For its work administering the Settlement, [name of administrator] will charge an amount not to exceed \$[insert].
- Class Representatives' Service Awards: For their efforts prosecuting this action and for acting as the representative on behalf of the Class, Aaron Colonelli and David Mancera will each request a Class Representative Service Award in an amount not to exceed \$10,000.
- Attorneys' Fees and Expenses: Class Counsel will request a payment from PAC of \$316,666.67 in attorneys' fees and reimbursement of actual litigation costs, not to exceed \$20,000. Class Members are not personally responsible for paying Class Counsel's attorneys' fees or costs.
- PAGA Payment: \$30,000 will be paid to the Labor and Workforce Development Agency ("LWDA") for civil penalties under PAGA.

### 9. How will my payment be calculated?

After deducting the items listed in Section 8 from the Total Settlement Amount, the amount remaining is the "Net Settlement Fund," the full amount of which will be allocated to Class Members who do not request exclusion. Your share of the Net Settlement Fund will depend on the number of weeks that you worked for PAC in California as a Class Member from February 13, 2016 to March 1, 2021 (the "Class Period"). Here's how it works:

Each member of the Class will receive a pro-rata portion based on the ratio of the number of workweeks that each Participating Settlement Class Member worked during the Class Period compared to the total number of workweeks that all Participating Settlement Class Members worked during the Class Period. Workweeks include any weeks during which employees were classified as non-exempt and, if you were a Customer Performance Center ("CPC") employee that was reclassified as non-exempt in December 2019, any weeks you worked in that exempt CPC position during the Class Period. Workweeks in which employees in the CPC were classified as exempt will be apportioned thirty percent (30%) of the Net Settlement Fund and the remaining non-exempt employee workweeks will be apportioned seventy percent (70%) of the Net Settlement Fund.

## 10. How much will I receive?

PAC's records show that you worked a total of [est. amount] workweeks as a Class Member in California during the Class Period, which means you will receive an amount currently estimated to be: \$[est. amount], less applicable taxes and payroll deductions. (You may have worked for PAC prior to the Class Period, but that time is not included for purposes of this settlement.)

If you believe in good faith that the number of workweeks listed above is incorrect, you must contact the Settlement Administrator and provide documentation that you believe demonstrates that those calculations are incorrect and authorize the Settlement Administrator to review your records and related documents. The number of workweeks stated herein is presumed to be correct unless the documents you submit (such as wage statements and paystubs from PAC) substantiate that the calculations provided are incorrect. Any such dispute must be mailed to the Settlement Administrator, postmarked by [insert] at the designated address for the Settlement Administrator.

If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

## 11. How do I receive my payment?

To receive your payment, ***you do not have to do anything***. Once the Settlement receives final approval by the Court, the Settlement Administrator will automatically send you your Settlement Award checks to the mailing address in this letter as long as you do not request to be excluded from the Settlement. Please make sure that the Settlement Administrator has your correct mailing address.

## 12. When do I get my payment?

The Court will hold a hearing on <<[DATE OF FINAL APPROVAL HEARING]>> to decide whether to approve the Settlement. To check on the progress of the Settlement, you may call the Settlement Administrator at [Settlement Administrator Number]. If the Court approves the Settlement, you will receive your payment following the hearing.

**Once the Settlement Administrator mails you your Settlement Award check, you must cash your check within 180 days from the date the check is mailed. If you do not cash your check within 180 days, you will forfeit the amount of that check.**

## 13. Are there tax consequences if I receive my payment?

The payments you receive based on the number of workweeks you worked will be allocated: 20% to wages and 80% to interest and penalties. The portion of your payments representing wages will be subject to regular tax withholding and will be reported on an IRS Form W-2. The Settlement Administrator will send all related employment tax withholdings to the proper state and federal taxing authorities. The portion of your payment representing interest and penalties will be reported on a Form 1099, with the required copies of the Form 1099 provided to the proper taxing authorities. You are ***strongly encouraged*** to consult with your tax advisor concerning the tax consequences of the payments that you receive under the Settlement.

#### 14. What am I giving PAC to get a payment or stay in the Class?

**Unless you exclude yourself from the Class**, you will remain a Class Member, which means you will not be able to sue or be part of any other lawsuit against PAC about the legal issues in *this* case. It also means that you will agree to the “Release” set forth below:

##### **RELEASE**

Upon the date PAC funds the Settlement, I fully and finally release and discharge Defendant Panasonic Avionics Corporation and its former, present and future owners, parents, subsidiaries and affiliated corporations and entities, and all of its current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, attorneys, and legal representatives (collectively, the “Released Parties”), from any and all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the action against PAC or could have been litigated based on the facts and circumstances alleged in the entire action against PAC, arising under the Complaint and First Amended Complaint filed in the San Bernardino County Superior Court including, but not limited to, all claims under the California Labor Code, Wage Orders and related orders of the California Industrial Welfare Commission and Business and Professions Code section 17200, *et seq.* (the “Released Claims”) alleged in the action or which could have been alleged based on the facts alleged in the Complaint and First Amended Complaint. The claims released under this paragraph shall include, but not necessarily be limited to, claims for: meal period violations and failure to pay compensation in lieu thereof; rest break violations and failure to pay compensation in lieu thereof; failure to pay minimum wages, regular wages, overtime and double time wages; all theories related to unpaid wages (including but not limited to off-the-clock work, time shaving, time rounding, on-call time, working through meal periods, regular rate claims, on-duty meal period violations, or any other claims giving rise to minimum and/or overtime violations); unpaid meal period penalties; unpaid rest period penalties; wage statement violations; failure to pay wages upon separation from employment; waiting time penalties; any penalties or wages owed, derivative violations of the Unfair Competition Law, derivative California Private Attorneys General Act, the Labor Code, Labor Code section 2699, *et seq.*, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees or costs resulting therefrom. The Released Claims shall run during the entire Class Period. As of the Effective Date of Settlement, each Class Member who has not filed a valid Request for Exclusion shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims. This waiver and release of claims shall be binding on Class Representatives and all members of the Class who have not timely submitted a valid Request For Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator with a sentence stating: “I wish to be excluded from the case entitled: *Aaron Colonelli and David Mancera v. Panasonic Avionics Corporation*, Case No.: CIVDS2004284.” You must also include your full name (and former names, if any), address, telephone number, last four digits of your social security number, your signature. You must mail your exclusion request no later than <<30 days from mailing>> to the Settlement Administrator at the following address:

***Aaron Colonelli and David Mancera v. Panasonic Avionics Corporation Settlement***  
**Administrator**  
c/o <<TPA>>  
<<address>>

If you ask to be excluded, you will not receive any money from the Settlement and you cannot object to the Settlement. Class Counsel will not represent your interests in this lawsuit if you request to be excluded.

### 16. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, **you will not receive any money from this Settlement**. If you exclude yourself from the Settlement, you keep the right to sue PAC on your own and at your own expense.

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court that I don’t like the Settlement?

If you are a Class Member and you wish to object to the Settlement, you may send a written objection to the Settlement with the Settlement Administrator no later than <<30 days from mailing>> and/or object at the time of the Final Approval Hearing. Your objection cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may enter an appearance at the Final Approval Hearing *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

Make sure that your objection includes your full name (and former names, if any), address, telephone number, the last four digits of your social security number, the case name and number, your signature, the factual basis for the objection with any supporting legal arguments, documents or evidence to the extent intended to be submitted to the Court, and, if you are represented by counsel, the name, phone number, mailing address, and email address of such counsel. You must mail any written objection to the Settlement Administrator no later than <<30 days from mailing>>. The Settlement Administrator’s address is: [address]

***Aaron Colonelli and David Mancera v. Panasonic Avionics Corporation Settlement***  
**Administrator**  
c/o <<TPA>>  
<<address>>

**THE COURT'S FAIRNESS HEARING**

**18. When will the court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at <<time>> a.m. on <<date>>, at the San Bernardino County Superior Court, 247 W. 3<sup>rd</sup> Street, San Bernardino, California, 92401, in Department S-64. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

**19. Do I have to come to the hearing?**

No, you do not have to attend the hearing, but you are welcome to come at your own expense. If you file an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

If you are a member of the Class and you do nothing, you will receive payment for your portion of the settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against PAC involving the legal issues in this case for the time period covered by this case, ever again.

**GETTING MORE INFORMATION**

**21. How can I get more details about the Settlement?**

For more information about the Settlement, you may contact the Settlement Administrator or you may go to the Court Clerk's office, located at 247 W. 3<sup>rd</sup> Street, San Bernardino, California, 92401, during regular business hours and view the Court file in *Aaron Colonelli and David Mancera v. Panasonic Avionics Corporation*, Case No.: CIVDS2004284, or access the case file on-line through the Court's website at: <http://www.sb-court.org/Divisions/Civil/CaseInformationOnline.aspx>

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.***