

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Marta Manus (SBN 260132)

mmanus@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Tel: (619) 595-3001/Facsimile: (619) 595-3000

DAVTYAN LAW FIRM, INC.

Emil Davtyan (SBN 299363)

support@davtyanlaw.com

880 E. Broadway

Glendale, CA 91205

Telephone: (818) 875-2008/Facsimile: (818) 722-3974

Attorneys for Plaintiff VERNELL BATTLE, JR., on behalf of himself and others

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

VERNELL BATTLE, JR., on behalf of himself
and other similarly-situated employees,

Plaintiff,

vs.

SAFRAN CABIN, INC., a Delaware
Corporation; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2020-01140831-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 101

CLASS ACTION

**NOTICE OF SUBMISSION OF REVISED
NOTICE OF CLASS ACTION
SETTLEMENT**

Complaint filed: May 26, 2020
Trial date: Not set

1 Plaintiff's Motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 granted January 5, 2023, contingent upon revising the Notice of Class Action Settlement ("Class
3 Notice") to update the correct Judicial Department of the Court.

4 In the revised Class Notice, all references to Department CX102 have been updated to Department
5 CX101. These revisions have been made to the Spanish and Vietnamese Class Notices attached as part
6 of Exhibit 2 to the Proposed Order Granting Preliminary Approval of Class Action Settlement.

7 Attached as Exhibit A is the revised Class Notice. A redlined copy of the revised Class Notice is
8 attached as Exhibit B for the Court's convenience.

9 On the same date this document and its exhibits are filed with the Court, they will be served upon
10 Defendant and provided to the Labor and Workforce Development Agency ("LWDA") via the
11 LWDA's website, using the appropriate intake form.

12 Respectfully submitted,

13 COHELAN KHOURY & SINGER
14 DAVTYAN LAW FIRM, INC.

15 Dated: January 6, 2023

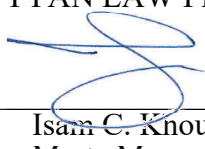
16 By: 
17 Isam C. Khoury
18 Marta Manus
19 Attorneys for Plaintiff Vernell Battle, Jr.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Vernell Battle, Jr. v. Safran Cabin, Inc.
Superior Court of California – County of Orange
Case No. 30-2020-01140831-CU-OE-CXC

IF YOU WERE EMPLOYED BY SAFRAN CABIN, INC. AS AN HOURLY, NON-EXEMPT EMPLOYEE AT ANY TIME FROM MAY 26, 2016 THROUGH JANUARY 29, 2022

YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.¹

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.²</u>
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?.....	Page	
2.	What Is the Class Action Settlement?.....	Page	
3.	What Is the Case About?.....	Page	
4.	How Much Can I Expect to Receive?.....	Page	
5.	Why Did Safran Join in This Notice?	Page	
6.	Who Is the Plaintiff in This Class Action?	Page	
7.	Who Are the Attorneys Representing the Parties?	Page	
8.	What Are My Rights? How Will My Rights Be Affected?	Page	
9.	How Will the Attorneys for the Class Be Paid?	Page	

¹ Any capitalized terms herein that are not specifically defined have the same meaning as set forth in the parties' Joint Stipulation of Class Action and PAGA Settlement and Release that is on file with the Court.

² Regardless of whether you exclude yourself from the Settlement, if you were employed by Safran Cabin, Inc. during the PAGA Period (April 28, 2019 through January 29, 2022) then you will still receive a portion of the settlement for release of the penalty claim pursuant to the Private Attorneys General Act, Labor Code sections 2698-2699.6 ("PAGA").

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class settled in this action.

The settlement class is comprised of all persons employed by Safran Cabin, Inc. as an hourly, non-exempt employee from May 26, 2016 through January 29, 2022.

This Notice tells you of your rights to participate in, and share in, the Settlement. There was a Preliminary Approval hearing on XXX XX, 2022, at a.m./p.m., in the Orange County Superior Court. Judge Peter J. Wilson determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Peter J. Wilson also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on , 2023, at a.m./p.m. in Department CX101, of the Orange County Superior Court – Complex Division located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class and Representative Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

Plaintiff Vernell Battle, Jr., who is also acting as the Class Representative (“Plaintiff”), alleges that Safran Cabin, Inc. (“Safran”) violated the California Safran by: (i) failing to pay minimum and/or regular wages for all hours worked; (ii) failing to pay overtime wages; (iii) failing to provide compliant meal periods; (iv) failing to provide compliant rest periods; (v) failing to provide accurate itemized wage statements; (vi) failing to timely pay all wages owed at the time of termination or separation from employment; and (7) engaging in unlawful business practices. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”) as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”) for: (i) failure to pay all minimum, regular, and overtime wages for all hours worked; (ii) failure to provide timely and compliant meal periods; (iii) failure to provide timely and compliant rest periods; (iv) failure to reimburse business expenses; (v) failure to provide accurate itemized wage statements; (vi) failure to timely pay wages due during and upon termination of employment; and (vii) failure to maintain accurate records.

Safran denies the allegations raised in the lawsuit. Safran believes that it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement" or "Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Safran has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Safran does not admit, concede, or imply that it has done anything wrong or unlawful – and, in fact, Safran expressly denies that it has engaged in any wrongdoing.

4. How Much Can I Expect to Receive?

Safran will pay a total sum of \$5,455,000.00 (the "Gross Settlement Amount"), which includes all settlement payments to Class Members, attorneys' fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representative's Payment.

Each Participating Class Member, as defined in the Settlement Agreement, will receive approximately \$ [REDACTED] for each Workweek worked in the Class Period. A Workweek is defined in the Settlement as any regular workweek in which you worked on at least one calendar day. To the extent Safran does not have information about weeks worked readily available due to gaps in its electronic or paper time records, Safran shall use its best available information, including extrapolations and estimates where necessary, to compute the Workweeks.

Class Members: Safran's records indicate that you worked approximately [REDACTED] Workweeks as a Class Member during the Class Period. Based on these records, your estimated payment as a Participating Class Member would be \$ [REDACTED].

PAGA Members: Safran's records indicate that you worked approximately [REDACTED] Workweeks as a PAGA Member during the PAGA Period. Based on these records, your estimated payment as a Participating PAGA Member would be \$ [REDACTED].

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. Why Did Safran Join in This Notice?

Safran does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Safran is settling the lawsuit as a compromise. Safran reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. Who Is the Plaintiff in This Class Action?

Vernell Battle, Jr. is the Plaintiff and Class Representative in this Class Action lawsuit. He is acting on behalf of himself and on behalf of other members of the class.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Isam C. Khoury
Michael D. Singer
Marta Manus
COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101
Tel. : (619) 595-3001

Emil Davtyan
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205
Tel.: (818) 875-2008

Defense Counsel

Alaya B. Meyers, Esq.
Tracy R. Williams
LITTLER MENDELSON P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612
Tel.: (949) 705-3000

8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt-out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of Workweeks you worked for Safran during the Class Period (as described above). Your individual settlement payment as a Class Member will be based on that number. If you believe the Workweek information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the Workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed Workweeks are not correct. The workweek dispute must be e-mailed, mailed, or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than , 2023. You should submit to the Settlement Administrator documentation to support the number of Workweeks you believe you worked during the Class Period. If there is a dispute about the Workweeks you worked, the Settlement Administrator will review the records, in consultation with counsel, to resolve the dispute. The Court may review any determination made by the Settlement Administrator regarding a Workweek Dispute, and in its discretion, make the final determination of any dispute.

If you are a current employee of Safran, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment, and Safran will not retaliate against you in any way for choosing to participate in the Settlement.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be e-mailed, mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than [REDACTED], 2023. Late Objections will not be considered.

In addition, or as an alternative to submitting a written Objection, you, or your lawyer at your own expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court and the Parties. The Final Approval Hearing is set for _____, 2023 at 2:00 p.m. Department CX101 of the Orange County Superior Court – Complex Division located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting-Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Settlement Administrator via e-mail, mail or fax to the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be e-mailed, faxed or postmarked no later than [REDACTED], 2023. Late Opt-Outs will not be considered.

If you timely submit a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA Release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Safran. Individuals otherwise meeting the definition of Class Members who exclude themselves from the classes pursuant and were employed during the PAGA Period shall still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon the final approval of the settlement by the Court, all Class Members (other than those who submit a valid opt-out/request for exclusion), will release all claims against Safran within the definition of "Released Claims," as set forth in the parties' Settlement Agreement. "Released Claims" includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, which all Class Members have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that arose from the facts and claims alleged in the Class Action Complaint, as

well as the claims that arise out of the facts, matters and occurrences referred to in the Class Action Complaint that could have been alleged as separate claims, causes of action, lawsuits or other theories of relief. Released Claims include all types of relief available for the theories of relief in the Action, including: (a) all claims for failure to pay minimum wages and regular wages under Cal. Labor Code §§ 204, 1194, 1194.2, and 1997; (b) all claims for failure to pay overtime wages under Cal. Labor Code §§ 510 and 1994; (c) all claims for failure to provide timely and required meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (d) all claims for failure to provide required rest breaks under Cal. Labor Code § 226.7 and the applicable IWC Wage Order; (e) all claims for failure to provide accurate itemized wage statements under Cal. Labor Code §§ 226 and 1174; (f) all claims for failure to pay wages owed at termination or separation under Cal. Labor Code §§ 201, 202 and 203; (g) all claims for violation of the Unfair Competition Law, Cal. Business & Professions Code §§ 17200, *et seq.*, including injunctive relief; (h) liquidated damages; (i) interest; (j) attorneys' fees; and (k) attorneys' costs. Released Claims shall exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the Class Period.

Regardless of whether you exclude yourself from the Settlement, you will be releasing all PAGA Released Claims, as defined in the parties' Settlement Agreement. These include all claims for PAGA that arise out of or relate to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 256, 226, 226.3, 226.7, 246(i), 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, and the IWC Wage Orders, as pled in the PAGA Notice, Amended PAGA Notice, and Class Action Complaint, during the PAGA Period. PAGA Released Claims shall exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the PAGA Period.

9. *How Will the Attorneys for the Class Be Paid?*

The attorneys for Plaintiff, as the Class Representative, and the Class Members will be paid from the Gross Settlement Amount. The attorneys are seeking fees in the amount of 1/3 of the Gross Settlement Amount, or \$1,818,333.33, as well as reimbursement of their costs, in an amount up to \$20,000. Plaintiff is also seeking a Class Representative Service Award of \$7,500.00 to Plaintiff from the Settlement for her service as a Class Representative. Likewise, the Parties agreed that \$250,000.00 will be allocated to settle the PAGA claim, with \$187,500.00 to be paid to the LWDA, and the remaining \$62,500.00 to be distributed to the Participating PAGA Members based upon their proportionate Workweeks during the PAGA Period. The Settlement Administrator estimates that the cost of administration will not exceed \$18,000.00. All of these amounts are to be deducted from the Gross Settlement Amount, with the remainder available for distributions to Participating Class Members and Participating PAGA Members.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel; call the Settlement Administrator at the telephone number listed below, toll free; or visit the Settlement Administrator's website, [insert website information], which will include key legal documents including the Settlement Agreement and all Amendments, the Operative Complaint, the Motions for Preliminary and Final Approval, the Court's order granting Preliminary Approval and Final Approval of the Settlement, and the Final Judgment.

Settlement Administrator Contact

Simpluris, Inc.

[ADDRESS]

[PHONE NUMBER]

[FAX NUMBER]

[WEBSITE]

You may also view all papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours, 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Case records may be examined online on the Orange County Superior Court's website, at [<https://civilwebshopping.occourts.org/>]. Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01140831" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

PLEASE DO NOT CONTACT OR TELEPHONE THE COURT, SAFRAN OR ITS EMPLOYEES, OR SAFRAN'S COUNSEL FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Orange County Superior Court, the Honorable Peter J. Wilson.

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Vernell Battle, Jr. v. Safran Cabin, Inc.
Superior Court of California – County of Orange
Case No. 30-2020-01140831-CU-OE-CXC

IF YOU WERE EMPLOYED BY SAFRAN CABIN, INC. AS AN HOURLY, NON-EXEMPT EMPLOYEE AT ANY TIME FROM MAY 26, 2016 THROUGH JANUARY 29, 2022

YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.¹

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.²</u>
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

WHAT IS IN THIS NOTICE

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¹ Any capitalized terms herein that are not specifically defined have the same meaning as set forth in the parties' Joint Stipulation of Class Action and PAGA Settlement and Release that is on file with the Court.

² Regardless of whether you exclude yourself from the Settlement, if you were employed by Safran Cabin, Inc. during the PAGA Period (April 28, 2019 through January 29, 2022) then you will still receive a portion of the settlement for release of the penalty claim pursuant to the Private Attorneys General Act, Labor Code sections 2698-2699.6 ("PAGA").

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class settled in this action.

The settlement class is comprised of all persons employed by Safran Cabin, Inc. as an hourly, non-exempt employee from May 26, 2016 through January 29, 2022.

This Notice tells you of your rights to participate in, and share in, the Settlement. There was a Preliminary Approval hearing on **XXX XX**, 2022, at a.m./p.m., in the Orange County Superior Court. Judge Peter J. Wilson determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Peter J. Wilson also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on , 2023, at a.m./p.m. in Department **CX102CX101**, of the Orange County Superior Court – Complex Division located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class and Representative Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

Plaintiff Vernell Battle, Jr., who is also acting as the Class Representative (“Plaintiff”), alleges that Safran Cabin, Inc. (“Safran”) violated the California Safran by: (i) failing to pay minimum and/or regular wages for all hours worked; (ii) failing to pay overtime wages; (iii) failing to provide compliant meal periods; (iv) failing to provide compliant rest periods; (v) failing to provide accurate itemized wage statements; (vi) failing to timely pay all wages owed at the time of termination or separation from employment; and (7) engaging in unlawful business practices. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”) as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”) for: (i) failure to pay all minimum, regular, and overtime wages for all hours worked; (ii) failure to provide timely and compliant meal periods; (iii) failure to provide timely and compliant rest periods; (iv) failure to reimburse business expenses; (v) failure to provide accurate itemized wage statements; (vi) failure to timely pay wages due during and upon termination of employment; and (vii) failure to maintain accurate records.

Safran denies the allegations raised in the lawsuit. Safran believes that it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement" or "Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Safran has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Safran does not admit, concede, or imply that it has done anything wrong or unlawful – and, in fact, Safran expressly denies that it has engaged in any wrongdoing.

4. How Much Can I Expect to Receive?

Safran will pay a total sum of \$5,455,000.00 (the "Gross Settlement Amount"), which includes all settlement payments to Class Members, attorneys' fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representative's Payment.

Each Participating Class Member, as defined in the Settlement Agreement, will receive approximately \$ [REDACTED] for each Workweek worked in the Class Period. A Workweek is defined in the Settlement as any regular workweek in which you worked on at least one calendar day. To the extent Safran does not have information about weeks worked readily available due to gaps in its electronic or paper time records, Safran shall use its best available information, including extrapolations and estimates where necessary, to compute the Workweeks.

Class Members: Safran's records indicate that you worked approximately [REDACTED] Workweeks as a Class Member during the Class Period. Based on these records, your estimated payment as a Participating Class Member would be \$ [REDACTED].

PAGA Members: Safran's records indicate that you worked approximately [REDACTED] Workweeks as a PAGA Member during the PAGA Period. Based on these records, your estimated payment as a Participating PAGA Member would be \$ [REDACTED].

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. Why Did Safran Join in This Notice?

Safran does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Safran is settling the lawsuit as a compromise. Safran reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. Who Is the Plaintiff in This Class Action?

Vernell Battle, Jr. is the Plaintiff and Class Representative in this Class Action lawsuit. He is acting on behalf of himself and on behalf of other members of the class.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Isam C. Khoury
Michael D. Singer
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Tracy R. Williams
LITTLER MENDELSON P.C.
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8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt-out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of Workweeks you worked for Safran during the Class Period (as described above). Your individual settlement payment as a Class Member will be based on that number. If you believe the Workweek information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the Workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed Workweeks are not correct. The workweek dispute must be e-mailed, mailed, or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than **January 15, 2023**. You should submit to the Settlement Administrator documentation to support the number of Workweeks you believe you worked during the Class Period. If there is a dispute about the Workweeks you worked, the Settlement Administrator will review the records, in consultation with counsel, to resolve the dispute. The Court may review any determination made by the Settlement Administrator regarding a Workweek Dispute, and in its discretion, make the final determination of any dispute.

If you are a current employee of Safran, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment, and Safran will not retaliate against you in any way for choosing to participate in the Settlement.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be e-mailed, mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than [REDACTED], 2023. Late Objections will not be considered.

In addition, or as an alternative to submitting a written Objection, you, or your lawyer at your own expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court and the Parties. The Final Approval Hearing is set for _____, 2023 at 2:00 p.m. Department ~~CX102~~CX101 of the Orange County Superior Court – Complex Division located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting-Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Settlement Administrator via e-mail, mail or fax to the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be e-mailed, faxed or postmarked no later than [REDACTED], 2023. Late Opt-Outs will not be considered.

If you timely submit a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA Release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Safran. Individuals otherwise meeting the definition of Class Members who exclude themselves from the classes pursuant and were employed during the PAGA Period shall still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon the final approval of the settlement by the Court, all Class Members (other than those who submit a valid opt-out/request for exclusion), will release all claims against Safran within the definition of "Released Claims," as set forth in the parties' Settlement Agreement. "Released Claims" includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, which all Class Members have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that arose from the facts and claims alleged in the Class Action Complaint, as

well as the claims that arise out of the facts, matters and occurrences referred to in the Class Action Complaint that could have been alleged as separate claims, causes of action, lawsuits or other theories of relief. Released Claims include all types of relief available for the theories of relief in the Action, including: (a) all claims for failure to pay minimum wages and regular wages under Cal. Labor Code §§ 204, 1194, 1194.2, and 1997; (b) all claims for failure to pay overtime wages under Cal. Labor Code §§ 510 and 1994; (c) all claims for failure to provide timely and required meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (d) all claims for failure to provide required rest breaks under Cal. Labor Code § 226.7 and the applicable IWC Wage Order; (e) all claims for failure to provide accurate itemized wage statements under Cal. Labor Code §§ 226 and 1174; (f) all claims for failure to pay wages owed at termination or separation under Cal. Labor Code §§ 201, 202 and 203; (g) all claims for violation of the Unfair Competition Law, Cal. Business & Professions Code §§ 17200, *et seq.*, including injunctive relief; (h) liquidated damages; (i) interest; (j) attorneys' fees; and (k) attorneys' costs. Released Claims shall exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the Class Period.

Regardless of whether you exclude yourself from the Settlement, you will be releasing all PAGA Released Claims, as defined in the parties' Settlement Agreement. These include all claims for PAGA that arise out of or relate to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 256, 226, 226.3, 226.7, 246(i), 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, and the IWC Wage Orders, as pled in the PAGA Notice, Amended PAGA Notice, and Class Action Complaint, during the PAGA Period. PAGA Released Claims shall exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the PAGA Period.

9. *How Will the Attorneys for the Class Be Paid?*

The attorneys for Plaintiff, as the Class Representative, and the Class Members will be paid from the Gross Settlement Amount. The attorneys are seeking fees in the amount of 1/3 of the Gross Settlement Amount, or \$1,818,333.33, as well as reimbursement of their costs, in an amount up to \$20,000. Plaintiff is also seeking a Class Representative Service Award of \$7,500.00 to Plaintiff from the Settlement for her service as a Class Representative. Likewise, the Parties agreed that \$250,000.00 will be allocated to settle the PAGA claim, with \$187,500.00 to be paid to the LWDA, and the remaining \$62,500.00 to be distributed to the Participating PAGA Members based upon their proportionate Workweeks during the PAGA Period. The Settlement Administrator estimates that the cost of administration will not exceed \$18,000.00. All of these amounts are to be deducted from the Gross Settlement Amount, with the remainder available for distributions to Participating Class Members and Participating PAGA Members.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel; call the Settlement Administrator at the telephone number listed below, toll free; or visit the Settlement Administrator's website, [insert website information], which will include key legal documents including the Settlement Agreement and all Amendments, the Operative Complaint, the Motions for Preliminary and Final Approval, the Court's order granting Preliminary Approval and Final Approval of the Settlement, and the Final Judgment.

Settlement Administrator Contact

Simpluris, Inc.

[ADDRESS]

[PHONE NUMBER]

[FAX NUMBER]

[WEBSITE]

You may also view all papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours, 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Case records may be examined online on the Orange County Superior Court's website, at [<https://civilwebshopping.occourts.org/>]. Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01140831" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

PLEASE DO NOT CONTACT OR TELEPHONE THE COURT, SAFRAN OR ITS EMPLOYEES, OR SAFRAN'S COUNSEL FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Orange County Superior Court, the Honorable Peter J. Wilson.