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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

DAVID ANDRADE, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiffs,

vs.

GENERAL DYNAMICS MISSION SYSTEMS,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV03134

[Hon. Thomas P. Anderle]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; Memorandum of Points and
Authorities; Declaration of Larry W. Lee;
Declaration of William L. Marder; Declaration of
David Andrade; [Proposed] Order]*

Date: September 14, 2021
Time: 10:00 a.m.
Department: 3

Complaint Filed: September 28, 2020

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff, Branden Baggot. I make this declaration
4 on the basis of my own personal knowledge, except as to those matters stated on information and belief
5 and, as to those matters, I believe them to be true. If called as a witness, I could testify competently as to
6 the facts stated in this declaration.

7 2. On September 28, 2020, Plaintiff initiated this class and representative Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”) action. On May 11, 2021, Plaintiff filed the operative
9 First Amended Complaint (the “Complaint”). On behalf of all current and former employees in
10 California since September 28, 2019, and as a proxy for the State of California, Plaintiff sues to remedy
11 Defendant’s failure to furnish employees with accurate itemized wage statements.

12 3. The Complaint alleges that Defendant violates Section 226(a) in several ways.¹ As with
13 other members of the Class, Plaintiff was provided wage statements that do not itemize and show all
14 applicable hourly rates in effect during the pay period, the corresponding number of hours worked at
15 each hourly rate, or the name of the legal entity that is the employer. *First*, whenever overtime wages are
16 paid, Defendant issues wage statements that do not itemize and show the applicable overtime rate of
17 pay. Rather, the wage statements show a base rate of pay only. *Second*, whenever “OT Recast” wages
18 are paid, Defendant issues wage statements that do not itemize and show either the applicable rate or
19 applicable hours used to calculate such wages. Again, the wage statements show a base rate of pay only.
20 *Third*, even when regular wages are paid, Defendant issues wage statements that do not itemize and
21 show the accurate base rate of pay for regular wages. Instead, the wage statements show an inapplicable
22 hourly rate that is rounded to the nearest cent, when in actuality the rate paid is lower than shown. For
23 example, Plaintiff was furnished wage statements that show an hourly rate of “40.77,” when in actuality
24 his wages were paid at a rate of approximately “40.769.” *Fourth*, Defendant issues wage statements that
25 do not itemize and show the name of the legal entity that is the employer. Instead, “GD Mission
26 Systems, Inc” is shown on wage statements.

27
28

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 4. Prior to the settlement of this action, the Parties thoroughly investigated the facts relating
2 to the claims alleged in the Complaint and engaged in a thorough study of the legal principles applicable
3 to the claims Plaintiff alleged and defenses Defendant asserted. Plaintiff served formal discovery, and
4 Defendant provided information related to a Dispute Resolution Policy and other defenses that
5 Defendant alleged would apply to Plaintiff's claims. Defendant also provided the numbers of non-
6 exempt and exempt individuals and wage statements relevant to Plaintiff's allegations, and the dates
7 when certain wage statement practices were changed, among other things. Throughout the litigation,
8 Plaintiff continued to provide information and documents, including additional wage statements that he
9 was issued while the lawsuit was pending, and to confirm Defendant's ongoing wage statement
10 practices.

11 5. After nearly six months of litigation, the Parties commenced settlement negotiations
12 through a well-respected mediator, T. Warren Jackson. Following the mediation, the Parties were
13 ultimately able to agree to the settlement terms in the Joint Stipulation of Class Action and PAGA
14 Settlement ("Agreement"). Attached as **Exhibit A** is a true and correct copy of the Agreement. The
15 proposed settlement class includes (1) all current and former nonexempt employees who worked for
16 Defendant in California between September 28, 2019, and the date of Preliminary Approval ("Non-
17 Exempt Class Members") and (2) all current and former exempt employees who worked for Defendant
18 in California between September 28, 2019, and December 18, 2020 ("Exempt Class Members"). All
19 "Class Members" also are "PAGA Employees." Based on data provided by Defendant after the
20 mediation, there are at least 520 Class Members.

21 6. Based on the information provided by Defendant at the time of mediation, Defendant
22 faced potential liability of up to approximately \$4,335,700 in penalties. Defendant contended that
23 approximately \$3,097,000 of this maximum potential liability under Section 226.3 would be subject to
24 discretionary reduction. Defendant also contended that the remaining potential liability—approximately
25 \$1,238,700 in penalties under Section 226(e) would be subject to additional defenses requiring proof of
26 injuries resulting from knowing and intentional violations. I disagree as to the application of the law to
27 the facts. Although I am confident that litigation of the claims would result in a classwide judgment
28 against Defendant, I recognize the inherent risks in litigation, including the specific risks that class

1 certification could be denied, liability could not be established at trial, or the applicable law could
2 change. Ultimately, the Maximum Settlement Amount secures more than one-third—more than 36%—
3 of Defendant’s potential liability for penalties not subject to discretionary reductions. I recognize that, if
4 taken to trial, Defendant would at least have reasonable arguments, such that the settlement resulting
5 from extensive arms’ length negotiations between the Parties is fair, reasonable, and adequate for each
6 participating Class Member, given the inherent risks of litigation, as well as the potential for appeals and
7 the costs of pursuing litigation.

8 7. Pursuant to the settlement’s terms, it is estimated that no less than approximately
9 \$227,500 will be available to be distributed to Class Members. Based on Defendant’s data through the
10 date of mediation, each Class Member, on average, would receive approximately \$437.50 per person
11 pursuant to the settlement’s terms. The amount paid on average to each Class Member may increase,
12 depending on how many Class Members opt out of the settlement. The amount actually paid to any
13 Class Member may increase or decrease depending on his or her number of Applicable Pay Periods
14 during the Class Period.

15 8. I am one of the primary attorneys on this matter. My qualifications are as follows: After
16 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
17 2004 with concentrations in Management and Human Resources, I continued studying labor and
18 employment issues by enrolling in post-graduate education at the School of Labor and Employment
19 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
20 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
21 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
22 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

23 9. Upon graduating from law school in 2008, I practiced labor and employment law at
24 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
25 practice focused on wage and hour class, collective, and representative actions, with a particular
26 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
27 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
28 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*

1 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
2 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
3 not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal.
4 Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was
5 also able to obtain experience litigating representative claims or wage and hour matters through trial and
6 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015)
7 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
8 pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014)
9 (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in
10 collective action with involving deductions from final paychecks). I also litigated class certification on
11 numerous matters, including matters before this court. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles
12 Superior Court Case No. BC 498326 (denial of class certification on behalf of retail employees alleging
13 off-the-clock work).

14 10. Based on my experience in wage and hour class, collective, and representative actions, I
15 have been interviewed and quoted in articles published in the Northern California Record about
16 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
17 hour class and representative action litigation, including for example articles on California kin care
18 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
19 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
20 laws in *California Transportation News*, a publication of the California Construction Trucking
21 Association.

22 11. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
23 which also focuses primarily on employment law. I have handled a number of wage and hour class and
24 representative actions and continue litigating such matters in numerous Superior Courts and District
25 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
26 mediated the resolution of dozens of wage and hour class, collective, and representative actions. No
27 courts have ever found me to be inadequate class counsel.
28

12. My co-counsel and I will adequately represent the Class Members in this action. Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

13. I understand that the attorneys' fees awarded in this action will be split 65% to Diversity Law Group, P.C. and 35% to Polaris Law Group.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of August 2021, at Pasadena, California.


Simon L. Yang

EXHIBIT A

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Attorneys for Defendant General Dynamics Mission Systems, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

DAVID ANDRADE, as an individual and on
behalf of all others similarly situated, and as a
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GENERAL DYNAMICS MISSION SYSTEMS,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV03134

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

Department: SB Dept. 3
Hon. Thomas P. Anderle

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

This Joint Stipulation of Class and Private Attorneys' General Act ("PAGA") Representative Action Settlement and Release ("Agreement") is made and entered into by and between Plaintiff David Andrade ("Plaintiff"), on behalf of himself and the putative class and as the authorized proxy and agent for the State of California and the California Labor and Workforce Development Agency ("LWDA"), and Defendant General Dynamics Mission Systems, Inc. ("Defendant") (collectively, the "Parties").

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement will also be effective:

1. "Action" means the lawsuit entitled *DAVID ANDRADE, as an individual and on behalf of all others similarly situated, and as a private attorney general, Plaintiffs, vs. GENERAL DYNAMICS MISSION SYSTEMS, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants*, filed on or about September 28, 2020 in the Superior Court of California for the County of Santa Barbara, Case No. 20CV03134.

2. "Applicable Pay Periods" means the number of pay periods worked by Non-Exempt Class Members from September 28, 2019, to the date of Preliminary Approval, and by exempt Class Members from September 28, 2019, through December 18, 2020.

3. "Attorneys' Fees and Costs" means (1) attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action in an amount not to exceed \$157,500, representing thirty-five percent (35%) of the Maximum Settlement Amount, and (2) all costs incurred and to be incurred by Class Counsel in the Action associated with the litigation and resolution of the Action (excluding third-party Settlement Administration Costs, which are separately identified and defined below), in an amount not to exceed \$15,000, subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for attorneys' fees and reimbursement of costs and expenses as set forth above, provided that the request is consistent with this Agreement and Class Counsel has not breached and is in compliance with this Agreement.

1 4. “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C.
2 and William L. Marder of Polaris Law Group.

3 5. “Class List” means a complete list of all Class Members that Defendant will diligently
4 and in good faith compile from its records and provide to the Settlement Administrator. The Class List
5 will include each Class Member’s full name; most recent mailing address; Social Security number; and
6 each Class Member’s respective number of Applicable Pay Periods. The Class List will be provided
7 only to the Settlement Administrator, who will keep the Class List confidential and will not share the
8 Class List with Plaintiff or Class Counsel.

9 6. “Class Member(s)” or, collectively, the “Class” means (1) all current and former non-
10 exempt employees who worked for Defendant in California between September 28, 2019, and the date
11 of Preliminary Approval (“Non-Exempt Class Members”); and (2) all current and former exempt
12 employees who worked for Defendant in California between September 28, 2019, and December 18,
13 2020 (“Exempt Class Members”).

14 7. “Class Period” or “PAGA Period” means the period from September 28, 2019 to the
15 date of Preliminary Approval for Non-Exempt Class Members and the period from September 28,
16 2019, to December 18, 2020 for Exempt Class Members.

17 8. “Class Representative” or “Plaintiff” means Plaintiff David Andrade.

18 9. “Court” means the Superior Court of the State of California for the County of Santa
19 Barbara or any other court taking jurisdiction of the Action.

20 10. “Defendant” means Defendant General Dynamics Mission Systems, Inc.

21 11. “Defendant’s Counsel” means Morgan, Lewis & Bockius LLP.

22 12. “Effective Date” means the date upon which the Settlement shall become effective,
23 which shall occur when all of the following events have occurred: (i) this Agreement has been
24 executed by all Parties and their respective counsel; (ii) the Court has given Preliminary Approval to
25 the Settlement; (iii) the Notice Packet has been given to the Class Members; (iv) the Court has held a
26 Final Approval hearing and entered a Final Approval Order and Judgment certifying the Settlement
27 Class and approving this Settlement; and (v) the later of the following events: (a) sixty-five (65)
28 calendar days following notice of entry of the Court’s Final Approval Order, assuming no appeal or

request for review is filed (with the sole and limited exception of an appeal by Class Counsel of only that portion of an order by the Court reducing the requested Attorneys' Fees and Costs permitted by this Agreement); or (b) if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following notice of entry of the Court's Final Approval Order, then thirty (30) calendar days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement (except for Class Counsel challenging any reduction by the Court of the requested Attorneys' Fees and Costs as permitted by this Settlement).

13. "Enhancement Payment" means the amount up to \$10,000.00 to be approved by the Court to be paid to the Class Representative in recognition for the Class Representative's effort and work in coming forward as Plaintiff and Class Representative, participating in the Action on behalf of Class Members and PAGA Employees, and providing a General Release of all claims. Defendant has agreed not to oppose Plaintiff's application for the Enhancement Payment, provided that the request is consistent with this Agreement.

14. "Final Approval" or "Final Approval Order" means the Court order granting final approval of the Settlement.

15. "General Release" means the additional release made in exchange for and in accepting the consideration of the Enhancement Payment by Plaintiff (on behalf of himself and his heirs, executors, administrators, representatives, successors and assigns), of Defendant and the other Releasees, to the fullest extent permitted by law, of and from any and all claims, actions, causes of action, lawsuits, attorneys' fees, costs, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known and unknown, asserted and unasserted, which against Defendant and the other Releasees, Plaintiff may now have or hereafter later determine that he has or had upon or as of the date of the Parties' execution of this Agreement, including, but not limited to, claims arising under the Americans With Disabilities Act, the National

1 Labor Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement
2 Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, including, but not limited to,
3 breach of fiduciary duty and equitable claims arising under § 1132(a)(3) (“ERISA”), the Worker
4 Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the
5 Vocational Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967, as
6 amended by the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and
7 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent
8 permitted by law), the Fair Credit Reporting Act or other federal, state or local laws relating to
9 background checks, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street and Consumer Protection
10 Act, the California Family Rights Act (“CFRA”), California’s PAGA, Cal. Bus. and Prof. Code
11 § 17200 *et seq.* (“UCL”), the California Labor Code and the Industrial Welfare Commission Wage
12 Orders, the California Fair Employment and Housing Act, and/or any other federal, state or local
13 human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or
14 ordinance and/or public policy, contract or tort law, or any claim related to whistleblowers or retaliation
15 under such laws, or any claim of breach of any contract (whether express, oral, written or implied from
16 any source), or any claim of intentional or negligent infliction of emotional distress, tortious
17 interference with contractual relations, wrongful or abusive or constructive discharge, defamation,
18 *prima facie* tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of
19 fiduciary duty or any action similar thereto against the Releasees, including any claim for attorneys’
20 fees, expenses or costs based upon any conduct from the beginning of the world up to and including the
21 date of this General Release; provided, however, that Plaintiff does not waive any right to file an
22 administrative charge with the Equal Employment Opportunity Commission (“EEOC”), the National
23 Labor Relations Board (“NLRB”), and California’s Department of Labor Standards Enforcement
24 (“DLSE”), subject to the confidentiality provisions of this Agreement, and subject to the condition that
25 Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement
26 therefrom and understand that such limitation does not in any way restrict his ability to file and pursue
27 such charge consistent with the confidentiality obligations set forth in this Agreement; and further
28 provided, however, that Plaintiff does not waive any rights with respect to, or release the Releasees

from, any claims for California's Workers' Compensation benefits, unemployment insurance or indemnification provided by state law, unemployment compensation benefits, or any claim that cannot be released by private contract or for breach of the terms of this Agreement, subject to the confidentiality provisions of this Agreement; and further provided that, if any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multiparty action or proceeding based on such a claim in which Defendant or any of the other Releasees is a party. This General Release specifically includes the release of any and all claims, rights, or benefits that Plaintiff may have under California Civil Code Section 1542 relating to any claims described in this Section, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff will be deemed to have acknowledged that this Agreement is intended to include in its effect all claims, rights, and liabilities, consistent with this Section, that he does not know or suspect to exist in his favor through the date of the Parties' execution of this Agreement. The Parties acknowledge, understand, and agree that Plaintiff's general and complete release of all claims, known and unknown, is essential and that this Agreement would not have been entered into were it not for this commitment.

16. "Individual Settlement Payment(s)" means each Settlement Class Member's share of the Net Settlement Amount, to be distributed to Settlement Class Members.

17. "Individual PAGA Payment(s)" means each PAGA Employees' share of the PAGA Payment, to be distributed to PAGA Employees.

18. "Judgment" means the judgment to be executed and entered by the Court pursuant to this Agreement.

19. "Maximum Settlement Amount" means the maximum settlement amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) to be Paid by Defendant in full satisfaction of all Released Claims and Released PAGA Claims, and which is inclusive of: (1) all Individual Settlement Payments to Settlement Class Members; (2) the PAGA Settlement Amount

(consisting of the LWDA Payment and the PAGA Payment as defined below); (3) the Enhancement Payment to Plaintiff; (4) the Attorneys' Fees and Costs requested by Class Counsel; and (5) all Settlement Administration Costs.

20. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deducting the Attorneys' Fees and Costs, Settlement Administration Costs, approved Enhancement Payment, and the LWDA Payment (as defined in Section 25 below).

21. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement. For a written Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, telephone number, and last four digits of the objectors Social Security Number; (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the Final Approval hearing.

22. "Notice of Settlement" or "Notice Packet" means the Notice of Class Action Settlement, substantially in the form of **Exhibit A**.

23. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*

24. "PAGA Employees" means all Non-Exempt Class Members and all Exempt Class Members, regardless of whether they seek to opt-out of the Settlement. PAGA Employees may not request to be excluded from the Settlement with respect to the portion of the release of claims regarding the PAGA claim (i.e., the Released PAGA Claims) and associated LWDA Payment and PAGA Payment.

25. "PAGA Settlement Amount" means the amount that the Parties have agreed to allocate to PAGA penalties in connection with Plaintiff's PAGA claim. The Parties have agreed that Forty Thousand Dollars (\$40,000) of the Maximum Settlement Amount (the "PAGA Settlement Amount") will be allocated to the resolution of any PAGA Employees' claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount will be paid to the LWDA (the "LWDA Payment"); and Twenty-Five Percent (25%), or Ten

Thousand Dollars (\$10,000), of the PAGA Settlement Amount will be included in the Net Settlement Amount and distributed to PAGA Employees (the “PAGA Payment”).

26. “Parties” means Plaintiff and Defendant collectively.

27. “Preliminary Approval” or “Preliminary Approval Order” means the Court order granting preliminary approval of the Settlement.

28. “Released Claims” means any and all wage and hour claims, rights, demands, liabilities, and causes of action of every nature and description that were or are alleged in the Action, or could have been alleged based on the facts, circumstances, and claims alleged in the Action, against Defendant from September 28, 2019 through the date of Preliminary Approval, including without limitation all claims arising out of California Labor Code § 226 and Defendant’s provision of wage statements to its employees, and all other statutory, constitutional, contractual or common law claims for damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or additional damages that allegedly arise out of the aforementioned claims. With respect to just these Released Claims only, all Settlement Class Members waive their rights under California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

29. “Released PAGA Claims” means any and all claims, rights, demands, liabilities, and causes of action of every nature and description that were or are alleged in the Action or Plaintiff’s September 16, 2020 PAGA letter, September 28, 2020 Supplemental PAGA Letter, and March 5, 2021 Supplemental PAGA letter (collectively, “PAGA Letters,” copies of which are attached hereto as Exhibit B), or could have been alleged under the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, based on the facts, circumstances, and claims alleged in the Action or the PAGA Letters, against Defendant from September 28, 2019 through the date of Preliminary Approval, including without limitation all claims for civil penalties under the PAGA arising out of California Labor Code § 226 and Defendant’s provision of wage statements to its employees. These claims are released by Plaintiff in his representative capacity as authorized proxy

1 and agent for the State of California and the LWDA and as a private attorney general “aggrieved
2 employee” acting on behalf of himself and the PAGA Employees. With respect to just these Released
3 PAGA Claims only, all PAGA Employees waive their rights under California Civil Code section 1542,
4 which states:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
6 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
7 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
8 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
9 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 30. “Releasees” means Defendant General Dynamics Mission Systems, Inc. and all of its
11 parents, divisions, subsidiaries, affiliates, related entities, predecessors, successors, joint ventures, and
12 assigns, and past or present officers, directors, shareholders, investors, members, managers, employees,
13 agents, partners, attorneys, benefit plans, beneficiaries, administrators, insurers, representatives, or
14 assigns, in their personal, individual, official, or corporate capacities.

15 31. “Request for Exclusion” means a timely letter submitted by a Class Member requesting
16 to be excluded from the Settlement Class. The Request for Exclusion must: (a) be signed by the Class
17 Member; (b) contain the name, address, telephone number and the last four digits of the Social Security
18 Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not
19 wish to be included in the Settlement; (d) be returned by mail to the Settlement Administrator at the
20 specified address; and (e) be postmarked on or before the Response Deadline. The date of the postmark
21 on the return mailing envelope will be the exclusive means to determine whether a Request for
22 Exclusion has been timely submitted. A Class Member who does not request exclusion from the
23 Settlement will be deemed a Settlement Class Member and will be bound by all terms of any
24 Settlement granted Final Approval by the Court, meaning that the Class Member’s Released Claims
25 will be deemed released, barred, and extinguished by the Court’s Final Approval Order and by the
26 operation of law.

27 32. “Response Deadline” means the deadline by which Class Members must postmark valid
28 Requests for Exclusion or postmark Notices of Objection to the Settlement. The Response Deadline
will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement
Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response

1 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
2 Deadline for Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member
3 who is re-mailed a Notice Packet by the Settlement Administrator due to an incorrect mailing address,
4 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
5 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
6 extended by express agreement between Class Counsel and Defendant's Counsel. Under no
7 circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the
8 deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the
9 Settlement.

10 33. "Settlement" means the settlement contemplated by this Agreement as granted final
11 approval by the Court.

12 34. "Settlement Administrator" means Phoenix Settlement Administrators, or any other
13 third-party class action settlement claims administrator jointly selected by the Parties. The Parties each
14 represent that they do not have any financial interest in the Settlement Administrator or otherwise have
15 a relationship with the Settlement Administrator that could create a conflict of interest.

16 35. "Settlement Administration Costs" means the costs payable from the Maximum
17 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but
18 not limited to all costs and fees associated with administering the Qualified Settlement Fund; printing,
19 distributing, and tracking documents for this Settlement; calculating estimated Individual Settlement
20 Payments; tax reporting on the Individual Settlement Payments; the issuing of 1099 IRS forms (to the
21 extent required); distributing the Individual Settlement Payments, LWDA Payment, PAGA Payment,
22 Enhancement Payment, and Attorneys' Fees and Costs; providing necessary reports and declarations,
23 and other duties and responsibilities set forth herein to process this Settlement, and as requested by the
24 Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount as
25 approved by the Court. The Settlement Administration Costs are currently estimated to be Ten
26 Thousand Dollars (\$10,000).

1 36. “Settlement Class Members” means all Class Members who do not submit valid and
2 timely Requests for Exclusion. A Class Member’s status as a Settlement Class Member is separate and
3 independent of that Class Member’s status as a PAGA Employee.

4 **TERMS OF SETTLEMENT AGREEMENT**

5 Plaintiff, on behalf of himself, the Class, the State of California, the LWDA, and the PAGA
6 Employees, and Defendant, in consideration of the mutual covenants, promises, and undertakings set
7 forth herein, hereby agree, subject to the Court’s approval, as follows:

8 37. **Conditional Nature of Agreement.** This Agreement and all associated exhibits are
9 made for the purpose of settling the Released Claims and Released PAGA Claims. This Agreement
10 and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this
11 Agreement and associated settlement on a conditional basis. If the Court does not enter the Final
12 Approval Order and Judgment or the Effective Date does not occur, this Agreement shall be deemed
13 null and void *ab initio*, it shall be of no force or effect whatsoever and shall not be referred to or
14 utilized for any purpose whatsoever (other than the litigation restoration provisions in this Section, the
15 non-admission provisions in Section 38, and the confidentiality and non-disclosure provisions in
16 Sections 51, 74, and 75, each of which will remain in effect), and the negotiation of the Agreement,
17 including all documents, data, and information arising from or related to the mediation conducted by
18 the Parties, shall remain subject to the provisions of California Evidence Code section 1152 and any
19 other analogous rules of evidence that are applicable. To the extent this Agreement is not approved or
20 the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
21 challenge all causes of action alleged in the Action upon all procedural and factual grounds, as well as
22 asserting any and all other potential defenses or privileges. Plaintiff and Class Counsel agree that
23 Defendant retains and reserves these rights, and agree not to argue or present any argument, and hereby
24 waive any argument that, based on this Agreement, Defendant cannot assert any and all potential
25 defenses and privileges if this Action were to proceed.

26 38. **No Admission of Liability.** Defendant and the Releasees deny any and all claims
27 asserted or that could have been asserted on behalf of the Settlement Class and PAGA Employees and
28 deny all wrongdoing whatsoever. This Agreement is not a concession or admission, and will not be

1 used against Defendant or any of the Released Parties as an admission or indication with respect to any
2 claim of any fault, concession, or omission by Defendant or any of the Releasees, or of the
3 appropriateness of class action certification in this Action except for the purposes of settlement.
4 Regardless of whether the Settlement is finally approved, neither the Agreement, nor any document,
5 statement, proceeding, or conduct related to this Agreement, nor any reports or accounts thereof, shall
6 in any event be construed as, offered or admitted in evidence as, received as, or deemed to be, evidence
7 of a presumption, concession, indication, or admission by Defendant, or any of the Released Parties of
8 any liability, fault, wrongdoing, omission, concession, or damage, including the appropriateness of
9 class certification in the Action or pursuing representative claims in the Action, or the manageability of
10 the Action.

11 39. **Amendment of PAGA Notice and Complaint.** In connection with this Settlement, and
12 for settlement purposes only, Plaintiff submitted a supplemental PAGA notice with the LWDA on
13 March 5, 2021, which exhausts Plaintiff's allegations that the wage statements issued by Defendant to
14 its non-exempt employees fail to accurately list all hourly rates paid to those employees in violation of
15 California Labor Code § 226. On May 10, 2021, following exhaustion of the statutory sixty-five day
16 waiting period to bring this additional PAGA allegation, Plaintiff amended his complaint, pursuant to a
17 joint stipulation signed by the Parties, to include allegations that Defendant issued wage statements to
18 its non-exempt employees that fail to accurately list all hourly rates paid to those employees in both
19 Plaintiff's class claims seeking statutory penalties pursuant to Labor Code § 226, and in Plaintiff's
20 PAGA representative claims seeking civil penalties on behalf of the State and the LWDA (the
21 "Amended Complaint"). The Amended Complaint shall be deemed the operative Complaint for
22 purposes of defining the scope of the Class and Released Claims and for all other purposes. If the
23 Settlement is not approved, Defendant reserves the right to challenge the Amended Complaint as well
24 as any class status.

25 40. **Stipulation to Class Certification.** The Parties agree that, for settlement purposes only,
26 the Court shall certify a Class consistent with this Agreement. For purposes of settlement only,
27 Plaintiff's counsel may be appointed as Class Counsel, and Plaintiff may be appointed as Class
28 Representative. The Parties agree that nothing in this Agreement, including the Parties' agreement

1 regarding certification for settlement purposes, is in any way an admission that class certification is
2 proper and that evidence of this limited stipulation for settlement purposes only will not be deemed
3 admissible in this or any other proceeding for any reason. If the Court does not approve the Settlement,
4 the stipulation to certification will be void. The Parties further agree that this Agreement, and
5 specifically the certification for purposes of settlement, is not a waiver of Defendant's claimed right to
6 enforce class, collective, and representative action waivers in any other circumstance.

7 41. **Funding of the Class Settlement Amount.** Within thirty (30) calendar days following
8 notice of entry of the Court's Final Approval Order and Judgment, Defendant will deposit the
9 Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") to be established as a trust by
10 the Settlement Administrator for the purpose of administering the Settlement. The Parties agree that
11 the amounts held in the QSF will at all times be treated as a "qualified settlement fund" within the
12 meaning of Treas. Reg. § 1.468B-1, *et seq.* The Parties further agree that for purposes of Section 468B
13 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations
14 promulgated thereunder, Defendant shall be treated as the "transferor" within the meaning of Treasury
15 Regulation § 1.468B-1(d)(1), and that the Settlement Administrator shall be the "administrator" of the
16 QSF within the meaning of Treas. Reg. § 1.468B-2(k)(3). The Parties agree that the Settlement
17 Administrator shall, in establishing the trust, make any such elections as necessary or advisable to carry
18 out the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)(i) back to the earliest
19 permitted date. Such elections shall be in compliance with the procedures and requirements contained
20 in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly
21 prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the
22 appropriate filing to occur. The Parties intend that the transfers to the trust described in this Section
23 will satisfy the "all events test" and the "economic performance" requirement of Code § 461(h)(1) and
24 Treas. Reg. § 1.461-1(a)(2). The Settlement Administrator shall be responsible for filing tax returns for
25 the trust, if appropriate, including application for employer identification numbers in accordance with
26 Treas. Reg. § 1.468B-2(k)(4).

27 42. **Maximum Settlement Amount.** Defendant agrees to pay no more than the Maximum
28 Settlement Amount, as provided for in this Agreement, with the sole and limited exception that in the

event that, as of the date of Preliminary Approval, the total number of Applicable Pay Periods worked by Non-Exempt Class Members exceeds 3,905 pay periods, Defendant will have the option to increase the Maximum Settlement Amount proportionally on a pro rata, per-pay-period basis to cover the number of Applicable Pay Periods worked by Non-Exempt Class Members above 3,905 pay periods (*i.e.*, the proportionally increased Maximum Settlement Amount = total number of Applicable Pay Periods ÷ (total number of Applicable Pay Periods worked by Exempt Class Members + 3,905 Applicable Pay Periods worked by Non-Exempt Class Members) × \$450,000). If Defendant elects not to increase the Maximum Settlement Amount, the Parties agree that the Class Period will end as of the pay period in which the Applicable Pay Periods for Non-Exempt Class Members exceeds 3,905 pay periods. Under no other circumstances shall Defendant be liable for more than the Maximum Settlement Amount.

43. **Attorneys' Fees and Costs.** Defendant agrees not to oppose any application or motion by Class Counsel for Attorneys' Fees and Costs, both of which will be paid from the Maximum Settlement Amount, provided that such application or motion is consistent with this Agreement and Class Counsel has not breached and is in compliance with this Agreement. If the Court approves a lesser amount of Attorney's Fees and Costs than those sought by Plaintiff and Class Counsel, any amount disallowed by the Court will be added to the Net Settlement Amount unless an appeal is sought by Class Counsel of any reduction of its requested Attorneys' Fees and Costs within sixty (60) calendar days after service of notice of entry of the Final Approval Order and Judgment. If a timely appeal is sought by Class Counsel of any reduction of its requested Attorneys' Fees and Costs, then any amount disallowed by the Court will be distributed *cy pres* by the Settlement Administrator to California CASA Association within fifteen (15) calendar days after the Court's order reducing the Attorneys' Fees and Costs is affirmed or the appeal is dismissed or denied, and the Court's order reducing the Attorneys' Fees and Costs is no longer subject to further judicial review. In the event that the Court reduces or does not approve the requested award to Plaintiff and Class Counsel of Attorneys' Fees and Costs, Plaintiff and Class Counsel shall not have the right to revoke this Settlement, and the Agreement will remain binding with such modification(s) as ordered by the Court and its terms will be otherwise unchanged.

1 44. **Enhancement Payment.** Defendant agrees not to oppose any application or motion for
2 a separate Enhancement Payment, which will be paid from the Maximum Settlement Amount, provided
3 that such application or motion is consistent with this Agreement and Plaintiff has not breached and is
4 in compliance with this Agreement. The Enhancement Payment will be in addition to Plaintiff's
5 Individual Settlement Payment and Individual PAGA Payment. Plaintiff will be solely and legally
6 responsible to pay any and all applicable taxes on the Enhancement Payment made pursuant to this
7 Section and will indemnify and hold Defendant harmless from any claim or liability for taxes,
8 penalties, or interest arising as a result of the payments. In the event that the Court reduces or does not
9 approve the requested Enhancement Payment to Plaintiff, Plaintiff shall not have the right to revoke
10 this Agreement, and any portion of the Enhancement Payment not approved by the Court will become
11 part of the Net Settlement Amount.

12 45. **Settlement Administration Costs and Process.** The Settlement Administrator will be
13 paid for the reasonable costs of administration of the Settlement and distribution of payments from the
14 Maximum Settlement Amount. The Settlement Administration Costs, which will be paid from the
15 Maximum Settlement Amount as approved by the Court, will include, *inter alia*, the required tax
16 reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, distributing the
17 Notice Packet, calculating Individual Settlement Payments and Individual PAGA Payments,
18 administering the QSF, and providing necessary reports and declarations. The actions of the Settlement
19 Administrator shall be governed by the terms of this Agreement, any orders from the Court, and any
20 agreement by counsel of record regarding communications with the Settlement Administrator. In the
21 event that either Defendant's Counsel or Class Counsel takes the position that the Settlement
22 Administrator is not acting in accordance with the terms of the Agreement, such party shall meet and
23 confer first with opposing counsel and, if necessary, the Settlement Administrator or the Court to
24 attempt to resolve the issue. The Parties agree to cooperate in the administration of the Settlement and
25 to make all reasonable efforts to control and minimize the costs and expenses incurred in the
26 administration of the Settlement.

27 46. **LWDA Payment.** Subject to Court approval, the Parties agree that the PAGA
28 Settlement Amount, Forty Thousand Dollars (\$40,000) from the Maximum Settlement Amount, will be

designated for satisfaction of Plaintiff's and PAGA Employees' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of this sum will be paid to the LWDA; and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000), will become part of the Net Settlement Amount and distributed to PAGA Employees. In connection with Settlement approval, the LWDA shall be notified of the existence of the Settlement. Should the Court alter the amount of the PAGA Settlement Amount, such allocation will not result in an increase in the Maximum Settlement Amount.

47. **Net Settlement Amount.** The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Settlement Class Members from the Settlement Class and the PAGA Payment to PAGA Employees in accordance with the terms of this Settlement. No portion of the Net Settlement Amount will revert or be retained by Defendant.

48. **Individual Settlement Payment Calculations.** Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Applicable Pay Periods a Settlement Class Member is calculated to have worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

48.1 Defendant will calculate the total number of Applicable Pay Periods worked by each Settlement Class Member ("Individual Pay Periods") and the total number of Applicable Pay Periods worked by all Settlement Class Members ("Class Pay Periods") during the Class Period.

48.2 To determine each Settlement Class Member's Individual Settlement Payment, the Settlement Administrator will use the following formula: Individual Settlement Payment = (Individual Pay Periods ÷ Class Pay Periods) × (Net Settlement Amount – PAGA Payment).

48.3 The entire Net Settlement Amount, after deducting the PAGA Payment, will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Settlement Class Member according to the number of

Applicable Pay Periods worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount minus the PAGA Payment.

49. **Individual PAGA Payment Calculations.** Payments to PAGA Employees will be calculated and apportioned from the portion of the Net Settlement Amount representing the PAGA Payment (\$10,000) based on the number of Applicable Pay Periods a PAGA Employee worked during the PAGA Period. Specific calculations of Individual PAGA Payments will be made as follows:

49.1 Defendant will calculate the total number of Applicable Pay Periods worked by each PAGA Employee ("Individual PAGA Pay Periods") and the total number of Applicable Pay Periods worked by all PAGA Employees ("Total PAGA Pay Periods") during the PAGA Period.

49.2 To determine each PAGA Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Individual PAGA Payment = (Individual PAGA Pay Periods ÷ Total PAGA Pay Periods) × PAGA Payment.

49.3 The entire PAGA Payment will be disbursed to PAGA Employees and PAGA Employees cannot opt out of the portion of the Settlement providing for the Released PAGA Claims or the payment of the PAGA Settlement Amount.

50. **No Credit Toward Benefit Plans.** The Individual Settlement Payments made to Settlement Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any benefits under any employee benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, long-term incentive plans, vacation plans, sick leave plans, PTO plans, or any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any employee benefit plans.

51. **Delivery of the Class List.** Within thirty (30) calendar days after the Court issues the Preliminary Approval Order, Defendant shall provide the Class List to the Settlement Administrator.

1 The Class List shall only be used by the Settlement Administrator for the purpose of calculating
2 Individual Settlement Payments and Individual PAGA Payments, notifying the Class Members of the
3 Settlement, and for mailing all Settlement Payments. Contact information, including addresses for the
4 Class Members, shall not be disclosed to Class Counsel, Plaintiff, any Class Members or PAGA
5 Employees or their counsel, or to any other third party. The Class List shall be kept confidential by the
6 Settlement Administrator.

7 52. **Notice by First-Class U.S. Mail.** Within fifteen (15) calendar days after receiving the
8 Class List from Defendant, the Settlement Administrator will perform a search using the National
9 Change of Address (“NCOA”) Database for information to update and correct for any known or
10 identifiable address changes, and then mail a Notice Packet to all Class Members via regular First-Class
11 U.S. Mail, using the most current, known mailing addresses identified in the Class List, or any updated
12 addresses resulting from the NCOA scrub. Any Notice Packets returned to the Settlement
13 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular
14 First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will
15 indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
16 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
17 other search using the name, address and/or Social Security Number of the Class Member involved,
18 and will then perform a single re-mailing. Unless the Settlement Administrator receives a Notice
19 Packet returned from the United States Postal Service as non-deliverable, the Notice of Settlement shall
20 be deemed mailed and received by the Class Member to whom it was sent on the initial date the Notice
21 of Settlement is mailed by the Settlement Administrator.

22 53. **Notice Packets.** All Class Members will be mailed a Notice Packet. Each Notice
23 Packet will contain a Notice of Settlement providing: (a) information regarding the nature of the
24 Action; (b) a summary of the Settlement’s principal terms; (c) the Class definition; (d) the total number
25 of Applicable Pay Periods each respective Class Member worked for Defendant during the Class Period
26 according to Defendant’s records; (e) each Class Member’s estimated Individual Settlement Payment
27 and Individual PAGA Payment; (f) the dates which comprise the Class Period; (g) instructions on how
28 to submit a Request for Exclusion to the non-PAGA portion of the settlement or Notices of Objection;

(h) the deadlines by which the Class Member must postmark Requests for Exclusions or postmark Notices of Objection to the Settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval hearing set by the Court as of the date the Notice of Settlement is mailed.

54. **Disputed Claims.** All disputes received within ten (10) days prior to the Final Approval hearing will be resolved by the time of the Final Approval hearing. Defendant's records relating to any such dispute are presumed to be accurate and correct unless a Class Member or PAGA Employee provides documentary evidence that Defendant's records are incorrect, and the Class Member or PAGA Employee bears the burden of proof. Defendant will evaluate the evidence submitted by the Class Member or PAGA Employee, and will make the final decision as to the dispute at its sole discretion following a conference with Class Counsel. The decision shall be binding on the Class Member or PAGA Employee and no additional rights of appeal shall exist.

55. **Request for Exclusion Procedures.** Any Class Member wishing to opt-out from the portion of the Settlement providing for payment of Individual Settlement Payments in exchange for a release of the non-PAGA claims must sign and postmark a written Request for Exclusion to the Settlement Administrator on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be entitled to receive an Individual Settlement Payment. No Individual Settlement Payment will be provided to a Class Member who submits a valid and timely Request for Exclusion, but that Class Member will still receive an Individual PAGA Payment relating to the settlement of claims under PAGA. Class Members may not opt out of the portion of the Settlement relating to the settlement of claims under PAGA.

56. **Settlement Terms Bind All Class Members Who Do Not Opt Out.** Any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion, regardless of whether they cash their settlement check, will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the

1 Court if it grants final approval to the Settlement. Class Members may not opt out of the portion of the
2 Settlement relating to the settlement and release of claims under PAGA. Even if a Class Member opts
3 out of the Settlement, that Class Member will receive a check for the Class Member's Individual
4 PAGA Payment representing that Class Member's allocation of the PAGA Settlement Amount and will
5 be bound by the PAGA portion of the release as well as any Judgment that may be entered by the Court
6 if it approves the Settlement, regardless of whether they cash their settlement check.

7 57. **Objection Procedures.** To object to the Settlement, a Class Member must postmark a
8 valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or
9 appear at the Final Approval hearing. The Notice of Objection must be signed by the Class Member
10 and contain all information required by this Agreement. The postmark date will be deemed the
11 exclusive means for determining that the Notice of Objection is timely. Class Members will have a
12 right to appear at the Final Approval hearing in order to raise objections orally, or have their written
13 Notices of Objection heard by the Court. Class Members who fail to object in the manner specified
14 above will be deemed to have waived all objections to the Settlement and will be foreclosed from
15 making any objections and seeking any adjudication or review, whether by appeal or otherwise, to the
16 Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
17 Class Members to submit written objections to the Settlement or appeal from the Final Approval Order.
18 Class Counsel will not represent any Class Members with respect to any such objections to this
19 Settlement, as such representation would create a conflict of interest. Plaintiff will neither submit a
20 Request for Exclusion nor Notice of Objection to the Settlement.

21 58. **Revocation of Settlement Agreement (by Defendant).** Defendant has the right to
22 withdraw from or rescind the Agreement at any time prior to Final Approval if: (a) 5% or more of all
23 Class Members submit valid and timely Requests for Exclusion; (b) the Settlement is construed by the
24 Court in such a fashion that Defendant is required to pay more than the Maximum Settlement Amount;
25 (c) the Court does not approve the Settlement; (d) the Court does not certify the Class or does not
26 certify a class releasing the claims set forth herein, or otherwise makes an order inconsistent with any
27 of the terms of this Agreement; (e) Plaintiff or Class Counsel breach any term herein; or (f) the LWDA
28 or any other state or government agency seeks to intervene or commences an enforcement action. In

the event that Defendant withdraws from the Agreement pursuant to this Section, Defendant will bear any Settlement Administration costs incurred in connection with the Action at the time of withdrawal.

59. **Certification Reports Regarding Individual Settlement Payment and Individual PAGA Payment Calculations.** The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion or valid Notices of Objection; (b) the Net Settlement Amount claimed by Settlement Class Members; and (c) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. The Settlement Administrator will also provide Class Counsel and Defendant's Counsel with a report of the calculations of the Individual Settlement Payments for each Settlement Class Member and the Individual PAGA Payments for each PAGA Employee prior to distributing any payments under this Agreement, provided that the full name and contact information of each Class Member and PAGA Employee is first removed from any report consistent with Sections 5 and 51. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested consistent with Sections 74 and 75 regarding confidentiality and publicity.

60. **Settlement Distributions.** Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator shall distribute funds from the Maximum Settlement Amount pursuant to the terms of this Agreement to (a) all Settlement Class Members; (b) all PAGA Employees; (c) the LWDA; (d) Plaintiff; and (e) Class Counsel. The Settlement Administrator will then also issue a payment to itself for the Court-approved Settlement Administration Costs incurred in connection with the Settlement. The Settlement Administrator shall issue payments to Settlement Class Members and PAGA Employees in the form of a check, and, to the extent possible, the Settlement Administrator shall combine Individual Settlement Payments and Individual PAGA Payments into a combined payment in order to issue a single check to each Settlement Class Member and PAGA Employee and thereby reduce administrative costs. Plaintiff and Class Counsel agree to provide the Settlement Administrator with any documents or information required for distribution of the Enhancement Payment and Attorneys' Fees and Costs approved by the Court, and understand and agree that

1 distribution of those payments may be delayed if the Settlement Administrator has not received
2 requested documentation or information from Plaintiff or Class Counsel.

3 61. **Uncashed Settlement Checks.** Any checks issued by the Settlement Administrator will
4 be negotiable for one hundred and twenty (120) calendar days after the postmarked date of their initial
5 mailing. All uncashed or undeliverable settlement checks will expire after 120 calendar days. Those
6 funds represented by settlement checks returned as undeliverable and those settlement checks
7 remaining un-cashed for more than one hundred twenty (120) calendar days after issuance will be
8 transmitted to California CASA Association. The Settlement Administrator shall direct such funds in
9 compliance with California Code of Civil Procedure § 384, or as otherwise directed by the Final
10 Approval Order.

11 62. **Certification of Completion.** Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to the
13 Court and counsel for all Parties.

14 63. **Tax Treatment of Settlement Payments.** Because Individual Settlement Payments and
15 PAGA Payments are payments in compromise and settlement of a claim for alleged penalties, one
16 hundred percent (100%) of such payments will be allocated as penalties and will be reported, if
17 required by applicable tax laws, on an IRS Form-1099 by the Settlement Administrator. The
18 Settlement Administrator will issue an IRS Form 1099 to Plaintiff, Class Counsel, and applicable
19 governmental authorities for the payment of Attorneys' Fees and Costs and the Enhancement Payment
20 in the amount approved by the Court. Plaintiff and Class Counsel each agree to hold Defendant
21 harmless from and against any damage or penalty incurred by Defendants as a result of any taxing
22 authority assessing any tax or penalty upon Defendants as a consequence of any tax being due and
23 unpaid on each of their portions of the Maximum Settlement Amount.

24 64. **Administration of Taxes by the Settlement Administrator.** The Settlement
25 Administrator will be responsible for issuing to Plaintiff, Class Members, Class Counsel, and
26 applicable governmental authorities any IRS Form 1099 or other tax forms as may be required by law
27 for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
28 for forwarding all taxes and penalties to the appropriate government authorities.

1 65. **Tax Liability.** The Parties have had an opportunity to consult with independent tax
2 counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to
3 be made pursuant to the Agreement. The Parties do not intend anything contained in this Agreement to
4 constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this
5 Agreement be relied upon as such. By participating in the settlement or receiving a payment, Plaintiff,
6 each Class Member, and each PAGA Employee shall agree to be solely and legally responsible for
7 paying all other applicable taxes on their respective payments and shall indemnify and hold harmless
8 any other Party from any claim or liability for taxes, penalties, or interest arising as a result of the
9 payments.

10 66. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
11 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
12 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
13 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
14 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
15 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
16 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
17 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
18 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
19 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
20 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
21 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
22 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
23 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
24 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
25 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
26 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
27 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
28 SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH

1 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
2 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
3 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4 67. **No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
7 of action, or right herein released and discharged.

8 68. **Nullification of Settlement Agreement.** In the event that: (a) the Court does not
9 finally approve the Settlement as provided herein; (b) Defendant withdraws from or terminates the
10 Settlement, or (c) the Settlement does not become final for any other reason, then this Agreement and
11 all the terms and agreements contained herein (with the exception of Sections 37–38 regarding no
12 admission of liability, Section 58 regarding Defendant’s payment of any incurred Settlement
13 Administration Costs in the event of Defendant’s withdrawal from the Agreement, and Sections 74–75
14 regarding confidentiality), and any documents generated to bring it into effect, will be null and void,
15 and all amounts deposited into the QSF will be returned to Defendant, except as otherwise specified in
16 the Agreement. Any order or judgment entered by the Court in furtherance of this Settlement will
17 likewise be treated as void from the beginning, and the Parties will be returned to their respective
18 positions as if no settlement had been contemplated.

19 69. **Preliminary Approval Hearing.** Plaintiff will obtain a hearing before the Court to
20 request preliminary approval of the Settlement, and the entry of a Preliminary Approval Order that:
21 (a) conditionally certifies the Class for settlement purposes only, (b) preliminarily approves the
22 Settlement, and (c) sets a date for a Final Approval hearing. The Preliminary Approval Order will
23 provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with
24 the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
25 this Settlement, and will include the proposed Notice of Settlement document, attached as Exhibit A.
26 Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval
27 with review by and in consultation with Defendant’s Counsel before filing.
28

1 70. **Final Approval Hearing.** Following expiration of the deadlines to postmark Requests
2 for Exclusion or Notices of Objection to the Settlement, and with the Court's permission, a Final
3 Approval Hearing will be conducted to determine whether to grant final approval of the Settlement
4 along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the LWDA
5 Payment; (c) PAGA Payments; (d) the Attorneys' Fees and Costs; (e) the Enhancement Payment; and
6 (f) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
7 necessary to obtain Final Approval with review by and in consultation with Defendant's Counsel before
8 filing. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs and
9 Enhancement Payment application to be heard at the Final Approval Hearing.

10 71. **Entry of Judgment and Continued Jurisdiction.** Upon final approval of the
11 Settlement by the Court or after the Final Approval Hearing, the Parties will present the Judgment to
12 the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction until
13 all payments and obligations provided for in the Settlement have been fully executed solely for
14 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement,
15 (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under
16 court rules or as set forth in this Agreement.

17 72. **Releases by Plaintiff, Settlement Class Members, and PAGA Employees.** Upon the
18 Effective Date and funding of the QSF by Defendant of all funds due under this Settlement, the General
19 Release made by Plaintiff, and the releases made by Settlement Class Members and PAGA Employees
20 will take effect, and Plaintiff, the Settlement Class Members, and PAGA Employees will release and
21 forever discharge Defendant and the Releasees of the Released Claims and Released PAGA Claims
22 pursuant to the terms and effect of this Agreement.

23 73. **Full Payment of Attorneys' Fees and Costs.** Plaintiff and Class Counsel understand
24 and agree that any attorneys' fees and cost payments made under this Settlement will be the full, final,
25 and complete payment of all attorneys' fees and costs related to the Action, including all attorneys' fees
26 and costs arising from or relating to the representation of Plaintiff and Class Members, or any other
27 attorneys' fees and costs associated with the investigation, discovery, or prosecution of the claims
28 released under the Settlement. Upon receipt of the Attorneys' Fees and Costs provided by this

1 Agreement and approved by the Court, Plaintiff and Class Counsel will release any claim they may
2 have against Defendant for attorneys' fees or costs arising from or relating to the representation of
3 Plaintiff, the Class Members, the PAGA Employees or any other attorneys' fees and costs associated
4 with the investigation, discovery, or prosecution of the claims released by the Settlement and the
5 Action. Defendant's sole obligations to Class Counsel and the Settlement Administrator are set forth in
6 this Agreement. Class Counsel shall not seek to recover any fees or costs awarded in excess of the
7 terms in this Agreement.

8 74. **Confidentiality and Publicity.** Plaintiff and Class Counsel agree to keep this
9 Settlement and its terms strictly confidential before the motion for Preliminary Approval is filed with
10 the Court, and thereafter Plaintiff and Class Counsel agree not to disclose the terms of this Settlement
11 except in papers filed with the Court in seeking approval of the Settlement or as required by legal
12 process. Neither Plaintiff nor Class Counsel, directly or indirectly, shall issue a press release or hold a
13 press conference, publish information about the Settlement on any website, or otherwise publicize the
14 Settlement. Plaintiff and Class Counsel agree not to respond to any press inquiries concerning the
15 Settlement except to respond, if necessary, that the matter was resolved. Notwithstanding the
16 preceding, Class Counsel may refer to the matter and publicly available information in other court
17 proceedings. Plaintiff agrees that at no time will he, verbally or in writing, defame or make disparaging
18 remarks or encourage, solicit, induce, or entice others to make disparaging remarks about Defendant.

19 75. **Data and Documents Produced by Defendant.** Plaintiff and Class Counsel agree to
20 keep confidential all data and documents produced by Defendant as "confidential" in connection with
21 the mediation or settlement of this matter. Unless otherwise ordered by a court or permitted in writing
22 by Defendant, Plaintiff agrees to not disclose the confidential information or documents under any
23 circumstances, and Class Counsel agrees to not disclose the confidential information or documents,
24 except as necessary if threatened with or named in a lawsuit alleging malpractice or if their respective
25 malpractice carriers request to see the file.

26 76. **Waiver of Certain Appeals.** The Parties agree to waive appeals and to stipulate to
27 class certification for purposes of this Settlement only, with the sole and limited exceptions that either
28 Party may appeal any court order that materially alters the Agreement's terms, and Class Counsel may

1 appeal an order from the Court , if any, which reduces its requested Attorneys' Fees and Costs pursuant
2 to Section 43 above.

3 77. **Use of Best Efforts.** The Parties and their counsel will cooperate with each other and
4 use their best efforts to effect and implement all terms and conditions of the Settlement and to exercise
5 their best efforts to accomplish the foregoing terms and conditions of the Settlement. If the Parties are
6 unable to reach agreement on the form or content of any document needed to implement the Settlement,
7 or on any supplemental provisions that may become necessary to effectuate the terms of this
8 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9 78. **Waiver.** No waiver of any condition or covenant contained in this Agreement or failure
10 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
11 further waiver by such party of the same or any other condition, covenant, right or remedy.

12 79. **Enforcement Action.** In the event that one or more of the Parties institutes any legal
13 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
14 or to declare rights and/or obligations or adjudicate any breaches under this Settlement, the successful
15 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
16 fees and costs, including expert witness fees incurred in connection with any enforcement actions.
17 Before bringing an enforcement action, the Parties agree to meet and confer in good faith in an attempt
18 to resolve any issues related to the terms of this Agreement prior to the filing of any enforcement
19 action.

20 80. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and
21 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
22 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of
23 the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
24 Parties have contributed to the preparation of this Agreement.

25 81. **Captions.** The captions and section numbers in this Agreement are inserted for the
26 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
27 provisions of this Agreement.
28

1 82. **Exhibits Incorporated by Reference.** The terms of this Settlement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

4 83. **Entire Agreement.** This Agreement and any attached Exhibits constitute the entirety of
5 the Parties' settlement terms, and replace any prior settlement agreements between the Parties. No
6 other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
7 Except as otherwise provided herein, each party shall bear its own costs and attorneys' fees.

8 84. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid,
9 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
10 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

11 85. **Severability.** Except as provided below, if any provision of this Agreement is held to
12 be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from
13 this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the
14 remaining provisions. If the court invalidates or amends a provision that either of the Parties in good
15 faith considers to be a material term of this Agreement, then that Party shall have the option to send a
16 written notice to the other Party no later than fourteen (14) calendar days after the applicable court
17 order that it wishes to void the entire Agreement and to restore the Parties to their litigation positions
18 prior to the execution of this Agreement. If the Parties are thereafter unable to resolve the issue by
19 reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or
20 effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Notwithstanding
21 the foregoing, no portion of any release contained herein may be deemed severed or deleted from this
22 Agreement except upon express agreement in writing by the applicable Releasees.

23 86. **California Law Governs.** All terms of this Agreement and Exhibits hereto will be
24 governed by and interpreted according to the laws of the State of California.

25 87. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant
26 and represent they are expressly authorized by the Parties whom they represent to negotiate this
27 Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant
28

1 to this Agreement to effectuate its terms and to execute any other documents required to effectuate the
2 terms of this Agreement.

3 88. **Representation by Counsel.** The Parties acknowledge that they have been represented
4 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
5 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,
6 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement or on any
7 amounts to be paid them under the Agreement's terms.

8 89. **Acknowledgement that the Settlement Is Fair and Reasonable.** The Parties believe
9 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
10 Settlement after arm's-length negotiations through an impartial and experienced mediator, and in the
11 context of adversarial litigation, taking into account all relevant factors, present and potential. The
12 Parties further acknowledge that they have had an opportunity to consult with their counsel regarding
13 the fairness and reasonableness of this Settlement.

14 90. **All Terms Subject to Final Court Approval.** All amounts and procedures described in
15 this Agreement herein, other than those relating to Preliminary Approval, will be subject to final Court
16 approval.

17 91. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in
18 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
19 Agreement.

20 92. **Amendment or Modification.** This Agreement may be amended or modified only by a
21 written instrument, to be signed either by authorized representatives of all Parties (including their
22 counsel) or their respective successors-in-interest.

23 93. **Binding Agreement.** The Parties warrant that they understand and have full authority
24 to enter into this Settlement, and further intend that this Agreement will be fully enforceable and
25 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
26 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
27 under federal or state law.

1 94. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 95. **Execution and Counterparts.** This Agreement is subject only to the execution of all
4 Parties. However, the Agreement may be executed in one or more counterparts, including through
5 electronic signatures such as DocuSign (so long as supporting documents verifying the identity and
6 nature of the electronic signature are maintained and provided upon request). All executed counterparts
7 and each of them, including facsimile and scanned copies of the signature page, will be deemed to be
8 one and the same instrument provided that counsel for the Parties will exchange among themselves
9 original signed counterparts.

10 96. **Notice to Parties.** Whenever this Settlement requires or contemplates that one party,
11 the Court, or the Settlement Administrator shall or may give notice to another, notice shall be provided
12 by email, facsimile, and/or next-day (excluding Sundays and Court holidays) express delivery service
13 as follows:

14 • If to Defendant, then to:

15 Carrie A. Gonell
16 Morgan, Lewis & Bockius LLP
17 600 Anton Boulevard, Suite 1800
18 Costa Mesa, CA 92626
19 Tel: 714-830-0600
20 Fax: 714-830-0700
21 E-mail: carrie.gonell@morganlewis.com

22 • If to Plaintiff, then to:

23 Larry W. Lee
24 Diversity Law Group, P.C.
25 515 South Figueroa Street, Suite 1250
26 Los Angeles, CA 90071
27 Tel: (213) 488-6555
28 Fax: (213) 488-6554
 E-mail: lwlee@diversitylaw.com

29 ***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

DocuSigned by:

David Andrade

Plaintiff David Andrade

Dated: July 27, 2021

DEFENDANT

Dated: July __, 2021

Douglas B. Cox
Associate General Counsel
Defendant General Dynamics Mission Systems, Inc.

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

[Signature]

Dated: July 31, 2021

Larry W. Lee
Attorneys for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Dated: July __, 2021

Carrie A. Gonell
Attorneys for Defendant

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: July __, 2021

Plaintiff David Andrade

DEFENDANT

Dated: July 30, 2021



Douglas B. Cox
Associate General Counsel
Defendant General Dynamics Mission Systems, Inc.

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: July __, 2021

Larry W. Lee
Attorneys for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Dated: July 30, 2021



Carrie A. Gonell
Attorneys for Defendant

EXHIBIT “A”

NOTICE OF CLASS & REPRESENTATIVE ACTION SETTLEMENT

IF YOU WORKED FOR GENERAL DYNAMICS MISSION SYSTEMS, INC. (“EMPLOYER”) AS AN EMPLOYEE IN CALIFORNIA AT ANY POINT DURING THE PERIOD OF SEPTEMBER 28, 2019 THROUGH [DATE OF PRELIMINARY APPROVAL], A SETTLEMENT OF A CLASS AND REPRESENTATIVE ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.

The Superior Court of the State of California, County of Santa Barbara approved this notice. This is not an advertisement. You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE CAREFULLY.

A proposed class and representative action settlement (the “Settlement”) has been reached with respect to a class action and representative action lawsuit entitled *Andrade v. General Dynamics Mission Systems, Inc.*, Case No. 20CV03134, which was filed in the Santa Barbara County Superior Court (the “Action”).

In the Action, Plaintiff David Andrade (“Plaintiff”) asserts claims against Defendant General Dynamics Mission Systems, Inc. (“Defendant”) under California’s wage and hour laws for failure to provide accurate itemized wage statements on behalf of himself and all current and former non-exempt employees who worked for Defendant in California during the period of September 28, 2019 to [date of Preliminary Approval], and all current and former exempt employees who worked for Defendant in California during the period of September 28, 2019 to December 18, 2020 (collectively, the “Class” or “Class Members”).

Plaintiff also brings a claim for civil penalties under California’s Labor Code Private Attorneys General Act (“PAGA”) on behalf of the same group of Defendant’s California employees (collectively, the “PAGA Employees”).

On [REDACTED], the Court preliminarily approved the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Participate in Settlement	To participate and receive your share of the money from the Settlement, NO FURTHER ACTION IS REQUIRED AT THIS TIME. You will automatically be issued a settlement payment if and when the Court issues a Final Approval of the Settlement and will be bound by the terms of the Settlement and will have released all of the legal claims covered by the Action that you may have against Defendant or Releasees (as defined in the Settlement). You will be bound by this release whether or not you cash your check before it becomes void.
Object	If you want to object to the Settlement, you may file a written submission with the Court or appear at the Final Approval Hearing and explain why you think the Settlement should not be approved (see Section 15 below for instructions). Even if you object to the Settlement, you will still be considered a participating Settlement Class Member as well as a PAGA Employee.
Exclude Yourself (Opt-Out)	To exclude yourself from the Class, you must mail a letter to the Settlement Administrator requesting to be excluded from the Settlement (“Request for Exclusion”) by [REDACTED] [45 days after mailing of the notice] (See

Section 16 below for instructions). If you opt out, you may not object to the Settlement.

Note: You may not opt out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if you opt out from the Class, you will still receive a check for your allocation of the PAGA portion of the Settlement, which will represent a payment for resolving disputed claims for civil penalties that were brought on your behalf. You will be bound by the PAGA portion of the release whether or not you cash this check before it becomes void. If you opt out of the Settlement, you will not be bound by the release of any claims that are not PAGA claims.

YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE EXPLAINED IN THIS NOTICE

BASIC INFORMATION

1. Why did I get this notice?

Because Defendant's employment records indicate you work or used to work for Defendant in California. You are receiving this notice because you may be a member of a group with respect to whom a class and representative action lawsuit was brought, entitled *Andrade v. General Dynamics Mission Systems, Inc.*, Case No. 20CV03134, which was filed in the Santa Barbara County Superior Court (the "Action") and settled. This notice explains the nature of the Action, the proposed Settlement, and your legal rights to receive Settlement proceeds, to object to the Settlement, or to exclude yourself from the Class.

2. What is a class and representative action?

In a class action, one or more individuals called the class representative(s) (in this case, Plaintiff David Andrade) act as a plaintiff and sue on behalf of other people who might have similar claims. The people together are a class. The court resolves the issues for everyone in the class, except for those people who have opted out of the class. In a representative action under California's Labor Code Private Attorneys General Act ("PAGA"), a plaintiff sues on behalf of the State of California for penalties associated with alleged violations of the Labor Code, and individuals are not permitted to opt out of the group in a representative action.

THE CLAIMS IN THE ACTION

3. Who is in the Class and representative action?

The Court preliminarily approved a settlement comprising a Class of all current and former non-exempt employees who worked for Defendant in California during the period of September 28, 2019 to [date of Preliminary Approval] ("Non-Exempt Class Members"), and all current and former exempt employees who worked for Defendant in California during the period of September 28, 2019 to December 18, 2020 ("Exempt Class Members"). Those same employees are also "PAGA Employees" for purposes of Plaintiff's PAGA representative claims. The period from September 28, 2019 through [date of Preliminary Approval] for Non-Exempt Class Members, and the period from September 28, 2019 through December 18, 2020 for Exempt Class Members, is both the "Class Period" and "PAGA Period."

4. What is the Action about?

The Action alleges that the Class was not provided accurate, itemized, or otherwise proper wage statements with all information specified in the California Labor Code. The Action also seeks civil penalties under PAGA set forth in California Labor Code § 2699 *et seq.* on behalf of the PAGA Employees.

5. What is Defendant's response to the Action?

Defendant denies all allegations raised in the Action and asserts it did not violate the law and has no liability for any of the Class Members' or PAGA Employees' claims.

6. Has the Court decided who is right?

No. The Court has not decided whether either party is correct or whether the allegations are true. By establishing the Class for settlement purposes and issuing this notice, the Court is not suggesting whether Plaintiff or Defendant will win or lose this case.

SUMMARY OF THE SETTLEMENT

7. Why is there a settlement?

Both sides have conducted detailed investigations and analysis of the facts and applicable law. Plaintiff believes the claims asserted have merit; Defendant strongly disputes that contention. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial time, energy, and other resources have been devoted by both parties in litigating this case and, unless there is a settlement, the litigation will continue. By agreeing to a settlement, the parties avoid the costs, risks, and uncertainty of trial, and the Class Members and PAGA Employees will receive a financial payment and benefit. Plaintiff and his attorneys think the settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

8. What does the settlement provide?

Admitting no wrongdoing, Defendant has agreed to pay a total amount of \$450,000.00 (the "Gross Settlement Amount") to resolve the Action. The Gross Settlement Amount will be used for:

- Payments to Class Members in the estimated maximum aggregate amount of \$217,500.00 (the "Net Settlement Amount"). All individual payments are based on a formula that accounts for the amount of pay periods each Class Member worked during the Class Period.
- Fees of the Settlement Administrator to administer the settlement, not to exceed \$10,000.00;
- Payment to Plaintiff and Class Representative David Andrade not to exceed \$10,000.00;
- Plaintiff's counsel's fees not to exceed 35% (\$157,500.00) of the Gross Settlement Amount;
- Plaintiff's counsel's costs not to exceed \$15,000.00; and
- Payment (to resolve the PAGA claims) to the California Labor & Workforce Development Agency in the amount of \$30,000.00 and to the PAGA Employees in the amount of \$10,000.00 (the "PAGA Settlement Payment").

9. Who can participate in the settlement?

Class Members who do not opt out of the Class will receive their pro rata share of the Net Settlement Amount and be bound by the Settlement. Objecting to the Settlement will not impact whether a Class Member can claim Settlement proceeds. Class Members who opt out of the Class, however, are not entitled to settlement proceeds, other than the proceeds allocated to the PAGA portion of the Settlement for PAGA Employees. All Class Members are also PAGA Employees, and will be bound by the PAGA portion of the release even if they opt out of the Class.

10. How will the Class Members and Representative Action Members be paid?

Class Members who do not opt out will receive a pro-rata share ("Individual Settlement Payment") of the Net Settlement Amount based on the number of pay periods worked during the Class Period and credited to that individual as a percentage of the total number of pay periods worked and credited to all participating Settlement Class Members. Defendant has agreed to pay an estimated maximum aggregate amount of \$217,500.00 to Class Members. PAGA Employees will receive a pro-rata share ("Individual PAGA Payment") of the PAGA

Payment based on the number of pay periods worked during the PAGA Period and credited to that individual as a percentage of the total number of pay periods worked and credited to all PAGA Employees.

If you wish to participate in the Settlement, no further action is required at this time and you will be considered a participating Settlement Class Member. Your Settlement payment will be mailed to you following final approval of the Settlement by the Court. Class Members are reminded to keep the Settlement Administrator apprised of any changes of address to ensure payments are timely received.

11. How will my share be calculated if I participate?

The Settlement covers all pay periods from September 28, 2019 through [Date of Preliminary Approval] in which a non-exempt Class Member worked for Defendant in California, and all pay periods from September 28, 2019 through December 18, 2020 in which an exempt Class Member worked for Defendant in California. Your Individual Settlement Payment and/or Individual PAGA Payment will be calculated as your pro rata share for each applicable pay period that you worked during that time period. According to Defendant's records, you worked the following number of applicable pay periods during the Class Period:

- <<TOTAL NUMBER>> Pay Periods

Based on the number of pay periods you have worked, your estimated Individual Settlement Payment is: \$<<AMOUNT>>. This amount may change depending on participation in the Settlement by all Class Members (e.g., if a Class Member opts out of the Settlement, your amount may increase by a percentage of those settlement proceeds). Your estimated Individual PAGA Payment for the PAGA portion of the Settlement (which covers the same number of pay periods) is: \$<<AMOUNT>>.

If you believe the information above is incorrect, you may submit your proposed corrections and any supporting documentation to the Claims Administrator via U.S. Mail (see Section 21 for contact information). Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

With regard to payments to both participating Class Members and PAGA Employees, 100% of the payments shall be allocated as penalties and interest and 1099s shall be issued for settlement payments allocated as penalties and interest. To the extent possible, Class Members who do not opt out (and thus are both participating Settlement Class Members and PAGA Employees) will receive a single check containing both the Individual Settlement Payment and the Individual PAGA Payment.

12. How much will the Class Representative be paid?

Subject to Court approval, Plaintiff David Andrade will be paid an additional \$10,000.00 for his service as Class Representative.

13. How will the attorneys for the Class be paid?

The attorneys for the Class Representative and Class Members will recover their fees in an amount to be determined by the Court, but not to exceed 35% (\$157,500.00) of the Gross Settlement Amount. Their costs of up to \$15,000.00 will also be paid from the Gross Settlement Amount, as approved by the Court.

YOUR RIGHTS AND OPTIONS

14. OPTION #1: DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

YOU ARE NOT REQUIRED TO TAKE ANY ADDITIONAL ACTION IF YOU WISH TO PARTICIPATE AND RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

If you wish to be a Class Member and participate in the Settlement, no further action is required at this time and you will be considered a participating Settlement Class Member. Your Settlement payment will be mailed to you following final approval of the Settlement by the Court. All Settlement checks will be valid for 120 days from their issuance.

15. OPTION #2: REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.

The Court has scheduled a final fairness hearing on [REDACTED] in Department 3 of the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, California 93121-1107, to hear evidence and testimony regarding whether final approval should be given to the proposed Settlement. The hearing will begin at [REDACTED] a.m./p.m. The Court may continue the time and date of the hearing without further notice.

If you wish to remain a Class Member, but you object to the proposed Settlement or any of its terms and wish the Court to consider your objection at the final fairness hearing, you may object to the proposed Settlement in writing. You may also appear at the fairness hearing to comment on, or object to, the proposed Settlement, provided you notify the Court of your intent to do so. Any written objections, supporting papers, and/or notices of intent to appear at the final fairness hearing must include your name, address, phone number, and last four digits of your Social Security Number for identification (the name, address, and phone number of your attorney, if you have one, is insufficient), and the basis for your comments or objections. All objections or notices of intent to appear should be filed with the Santa Barbara County Superior Court, Department 3, 1100 Anacapa Street, Santa Barbara, California 93121-1107, with a copy mailed to the Settlement Administrator (whose contact information is in section 21, below). **ANY OBJECTION MUST BE DELIVERED OR POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [REDACTED] [45 days after mailing of the notice].** The postmark date will be the exclusive means for determining that the objection is timely.

16. OPTION #3: OPT-OUT OF CLASS

You may opt out of the Class by submitting a timely and valid Request for Exclusion. This allows you to bring claims (in court or in arbitration, as applicable) against Defendant for the matters asserted in this case, if you wish to preserve those rights. But, if you wish to be represented by an attorney, you must retain and pay for your attorney yourself, and you will receive no share of the money from the settlement, except your allocation of the PAGA portion of the settlement as a Representative Action Member, to which you cannot opt out.

To opt out, you must mail a letter requesting to be excluded from the Settlement containing your name, address, telephone number, and the last four digits of your Social Security Number, and clearly stating that you do not wish to be included in the Settlement. **YOU MUST SIGN THE REQUEST FOR EXCLUSION LETTER AND MAIL THE LETTER TO THE SETTLEMENT ADMINISTRATOR'S MAILING ADDRESS, AS SET FORTH IN SECTION 21. ANY REQUEST FOR EXCLUSION MUST BE DELIVERED OR POSTMARKED TO THE SETTLEMENT ADMINISTRATOR BY NO LATER THAN [REDACTED] [45 days after mailing of notice].** The postmark date will be the exclusive means for determining that the Request for Exclusion is timely. The name and last four digits of the Social Security Number you provide must match Defendant's records to ensure it can be processed.

17. What rights will I give up if I do not opt out of the Class?

All Class Members who do not opt out of the Class will be deemed to have, and will have, waived, released, and forever discharged with respect to the Releasees (as this term is defined in the Settlement) any and all wage and hour claims, rights, demands, liabilities, and causes of action of every nature and description that were or are

alleged in the Action, or could have been alleged based on the facts, circumstances, and claims alleged in the Action, against Defendant from September 28, 2019 through [date of Preliminary Approval], including without limitation all claims arising out of California Labor Code § 226 and Defendant's provision of wage statements to its employees, and all other statutory, constitutional, contractual or common law claims for damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional damages that allegedly arise out of the aforementioned claims (the "Released Claims"). With respect to just these Released Claims only, all participating Settlement Class Members waive their rights under California Civil Code § 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In addition, because PAGA Employees cannot opt out of the PAGA portion of the Settlement, all PAGA Employees will waive, release, and forever discharge all claims, rights, demands, liabilities, and causes of action of every nature and description that were or are alleged in the Action (including any and all PAGA letters submitted by Plaintiff Andrade in connection with the Action), or could have been alleged under the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, based on the facts, circumstances, and claims alleged in the Action (and any corresponding PAGA letters), against Defendant from September 28, 2019 through [date of Preliminary Approval], including without limitation all claims for civil penalties under the PAGA arising out of California Labor Code § 226 and Defendant's provision of wage statements to its employees.

18. What will happen at the Final Approval Hearing?

A Final Approval Hearing will be held on [redacted], at [redacted] a.m./p.m. in Department 3 of the Superior Court of the State of California, County of Santa Barbara, located at 1100 Anacapa Street, Santa Barbara, California 93121-1107. The Court may continue the time and date of the hearing without further notice. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate, and in the best interests of the Class Members; (ii) the amount of the attorneys' fees and costs awarded to Class Counsel; and (iii) the amount that should be awarded to Plaintiff for class representative services. At the Final Approval Hearing, the Court will hear all objections, and arguments for and against the proposed Settlement. You have a right to attend this hearing, but you do not have to do so.

19. Should I get my own lawyer?

The Court has approved the law firm Diversity Law Group, P.C. as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You may also consult or hire an attorney (at your own cost).

GETTING MORE INFORMATION

20. Who are the attorneys representing the parties?

Class Counsel:

Larry W. Lee
Simon L. Yang
Diversity Law Group, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555
Email: lwlee@diversitylaw.com

Defendant's Counsel:

Carrie A. Gonell
Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653
Tel.: (714) 830-0600
Email: carrie.gonell@morganlewis.com

21. Who is the settlement administrator?

The Settlement Administrator is Phoenix Settlement Administrators. The Settlement Administrator can be contacted at: [REDACTED]. [Insert address, telephone number and website, if applicable]

22. How can I get more information?

If you need more information or have questions, you may:

- Contact the Settlement Administrator (see contact information listed above). Please refer to the *Andrade v. General Dynamics Mission Systems, Inc.* Class Action Settlement.
- Contact Class Counsel (see contact information listed above).
- Inspect the pleadings and papers on file in this case by going to the Office of the Clerk of the Superior Court of the State of California, County of Santa Barbara, located at 1100 Anacapa Street, Santa Barbara, California 93121-1107. For the precise terms and conditions of the Settlement, you should review the detailed “Joint Stipulation of Class and PAGA Representative Action Settlement and Release.” Please be advised that as a result of the COVID-19 pandemic, the Court may have special procedures for in-person visits to the Court. Prior to attempting to visit the Court, please visit <http://www.sbcourts.org/> for details on the most up to date guidelines on how the Court is responding to the pandemic.

PLEASE DO NOT CONTACT THE COURT, DEFENDANT OR ANY OF ITS MANAGERS ABOUT THIS NOTICE.

EXHIBIT “B”

DAVID ANDRADE

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

September 16, 2020

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Andrade v. GD Mission Systems, Inc.

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of claims against my employer GD Mission Systems, Inc. ("Defendant" or "the Company"). Specifically, I allege as follows:

1. The Company violated Labor Code § 226(a) by failing to provide accurate, itemized wage statements to me and/or other aggrieved employees. First, whenever Overtime wages were paid, the wage statements did not identify the applicable overtime rate of pay. Rather, the wage statements only identified the base rate of pay. Second, whenever "OT Recast" wages were paid, the wage statements did not identify the applicable rate and hours used to calculate such wages. Again, the wage statements only identified the base rate of pay.

The address for the Company is as follows:

GD Missions Systems, Inc.
12450 Fair Lakes Circle
Fairfax, VA 22033

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:
David Andrade
C57F98C63F7E4D7...
David Andrade

Cc: GD Mission Systems, Inc. (via certified mail)

DAVID ANDRADE

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

September 28, 2020

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Andrade v. GD Mission Systems, Inc.

To Whom It May Concern:

This correspondence shall constitute as my supplemental written notice under Labor Code § 2699.3 of claims against my employer GD Mission Systems, Inc. (“Defendant” or “the Company”). Specifically, in addition to the claims set forth in my September 16 2020 notice, I further allege as follows:

1. In addition to the Labor Code § 226(a) violations I previously alleged, I further allege that the wage statements issued by the Company to myself and other aggrieved employees failed to accurately identify the legal name of the employer. Specifically, while the wage statements identified “GD Missions Systems, Inc.” as the employer, no such corporation exists on the California Secretary of State’s website.

The address for the Company is as follows:

GD Missions Systems, Inc.
12450 Fair Lakes Circle
Fairfax, VA 22033

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

C57F98C63F7E4D7
David Andrade

Cc: GD Mission Systems, Inc. (via certified mail)

DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

March 5, 2021

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Andrade v. GD Mission Systems, Inc.

To Whom It May Concern:

This office represents David Andrade in connection with his claims against his employer GD Missions Systems, Inc. Mr. Andrade previously provided two separate notices to your office regarding GD Missions Systems, Inc.: one on September 16, 2020, and another one on September 28, 2020. In connection with those notices, Mr. Andrade hereby clarifies that the name of the legal entity that is GD Missions Systems, Inc. is General Dynamics Mission Systems, Inc., the employer who committed the Labor Code violations previously alleged.

In addition, Mr. Andrade further notes the following about the previously alleged Labor Code § 226(a) violation against General Dynamics Mission Systems, Inc./GD Mission Systems, Inc. (the "Company") concerning the failure to list all applicable hourly rates. Specifically, it is further alleged that the wage statements issued by the Company to its non-exempt employees also failed to identify the accurate rate of regular pay. Instead, the shown rate is rounded to the nearest cent, when in actuality employees may be paid at a lower rate. For example, Mr. Andrade was shown a rate of "40.77" when in actuality his wages were paid at a rate of approximately "40.769."

The address for the Company is as follows:

12450 Fair Lakes Circle
Fairfax, VA 22033

Please contact me if you have any questions regarding this matter.

Sincerely,



Larry W. Lee

cc: General Dynamics Mission Systems, Inc./GD Mission Systems, Inc.
(via e-mail to carrie.gonell@morganlewis.com)