

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Aimee Cordova (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below) and Defendant BAE Systems Technology Solutions & Services, Inc. (“TSS”), as well as previously dismissed Defendant BAE Systems, Inc. (collectively, the “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Parties.”

Plaintiff and the Settlement Class are represented by Matthew S. Dente of Dente Law, P.C.; London Meservy of Meservy Law, P.C., and Rory K. Pendergast of The Pendergast Law Firm, PC. (collectively, “Class Counsel”). Defendants are represented by Mary Dollarhide and Taylor Wemmer of DLA Piper LLP (US).

Plaintiff Cordova filed her Class Action Complaint against Defendants on November 12, 2020 in Superior Court of the State of California, County of San Diego, Case No. 37-2020-00041326-CU-OE-CTL, entitled *Aimee Cordova, individually and on behalf of other members of the public similarly situated v BAE Systems, Inc., BAE Systems Technology Solutions & Services, Inc.; and DOES 1 through 10, inclusive*, and, on December 11, 2020, Defendants removed the case to the United States District Court, Southern District of California, Case No. Case No. 3:20-cv-2425-JLS-MDD where it is currently pending (the “Class Action”). Per the terms of the Parties’ Memorandum of Understanding, which was executed on June 10, 2021, Plaintiff filed a First Amended Complaint (“FAC”) on June 26, 2021 adding further claims. The Class Action, as amended, alleges that Defendants: (i) failed to provide meal periods; (ii) failed to provide rest periods; (iii) failed to pay overtime compensation under California law and the Fair Labor Standards Act (“FLSA”); (iv) failed to provide accurate wage statements; (v) failed to timely pay wages upon termination of employment; (vi) failed to reimburse all business expenses; (vii) and engaged in unfair business practices in violation of California Business and Professions Code § 17200 *et seq.*, and further asserts a claim for a representative action for civil penalties pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code §§ 2698-2699.5 (the “Lawsuit”).

On June 10, 2021, the Parties, by and through their respective counsel, engaged in a full-day private mediation with Gig Kyriacou remotely via Zoom and reached a binding agreement, documented in the Memorandum of Understanding (“MOU”) (a true and correct copy of which is attached as **Exhibit A**), to settle the Lawsuit on the terms set forth therein and further documented in this Settlement. The MOU is incorporated into this Settlement Agreement as Exhibit A. In the event of any conflict or inconsistency between the terms and provisions of the MOU and those of the Settlement Agreement, the terms and provisions of the Settlement Agreement shall govern.

Within 30 days of the finalization of this Settlement Agreement, Plaintiff agrees to move the Court in the Class Action for conditional certification of the class, for settlement purposes only, and for preliminary approval of the Settlement. To the extent that the motion for preliminary approval of the Settlement is consistent with the terms agreed to herein, Defendants agree to not oppose preliminary approval.

Given the uncertainty of litigation, the Parties wish to settle Plaintiff's claims, both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. Certification of Settlement Class.

- A. For purposes of this Settlement Agreement only, the Parties stipulate to certification of the following class:

Any and all persons who are or were employed by Defendants as Forensic Analysts (of any level and all similar positions however titled), in the State of California during the Covered Period ("Class Member" or "Class Members"). Defendants make the material representation that as of the execution of this Settlement Agreement there are 31 Class Members.

- B. The "Covered Period" means the period from November 12, 2016 through the date that Plaintiff files her motion for preliminary approval of the Settlement ("Motion Date").

- C. Any Class Member who does not submit a timely and valid Request for Exclusion, as defined below, is a "Settlement Class Member." Collectively, the Settlement Class Members are referred to herein as the "Settlement Class."

- D. All Settlement Class Members will be bound to the Settlement Agreement and the release of Released Claims and eligible to receive a distribution under this Settlement. Any Class Member who submits a timely and valid Request for Exclusion, as defined below, shall not be considered a Settlement Class Member, and will not be bound to the Settlement or eligible to receive a distribution under this Settlement. Class Members who, prior to the signing of this MOU enter into a privately negotiated agreement that includes class-released claims will no longer be eligible as a "Class Member" and will not receive a distribution under this Settlement. As of this date, Defendants make a good faith representation that it is not aware of any settlement agreements or releases executed by any of the Class Members.

- E. The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure or Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement. In such an event, neither the Settlement-related documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose. Further, in such event, Defendants shall retain the right to challenge all claims and allegations in the Lawsuit, to assert all applicable defenses, and to dispute the propriety of class action certification on all applicable grounds, and Plaintiff shall retain the right to pursue all claims and allegations in the Lawsuit,

to assert the propriety of class action certification, and to oppose any attempted removal to federal court.

2. Settlement Class Members' Released Claims. Plaintiff, and every member of the Settlement Class (except those who opt out of the Settlement), will release and discharge Defendants, and all of their former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (collectively, the "Released Parties") as follows:

Plaintiff and Settlement Class Members will release and discharge Defendants and Released Parties from any and all wage-and-hour claims, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to provide required meal periods; (b) failure to provide required rest periods; (c) failure to pay overtime wages or minimum wage; (d) failure to pay all wages due to discharged and quitting employees; (f) failure to furnish accurate itemized wage statements; (h) failure to indemnify employees for necessary business expenditures incurred in discharge of duties; (i) unfair and unlawful business practices based on the foregoing allegations, and (j) any other related civil and statutory penalties, including those recoverable under PAGA ("Class Members' Released Claims"). The Class Members' Released Claims include claims meeting the above definition(s) including those under California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, and 2802; California Bus. & Prof. Code §§ 17200 et seq.; PAGA, California Labor Code §§ 2698 et. seq.; California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287 and 3288; California Industrial Wage Order Nos. 1 through 9, and the overtime and minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.* arising during the Covered Period.

By signing and cashing their settlement check, Settlement Class Members shall also consent to opt in to and release any and all overtime and minimum wage claims under the Fair Labor Standards Act ("FLSA"). The back of each settlement check shall include the following language acknowledging the opt-in and release of FLSA claims: "I understand that by signing and cashing this settlement check, I consent to opt-in to the Fair Labor Standards Act ("FLSA") collective action in the matter in Case No. 3:20-cv-2425-JLS-MDD in the Southern District of California, entitled *Aimee Cordova v BAE Systems, Inc., et al.*, and will release and waive all overtime and minimum wage claims under the FLSA as set forth in the Stipulation of Settlement and Release and Notice of Class Action Settlement."

3. Class Representative's Released Claims. In consideration for all terms and payments provided for in this Settlement Agreement and as of the date Plaintiff Cordova ("Plaintiff" and "Class Representative") signs the Settlement Agreement, Plaintiff fully releases any and all claims against Defendant TSS and its former and current parents, subsidiaries, and affiliated corporations,

their officers, directors, employees, partners, contractors, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives, from any and all federal and state claims, including but not limited to those raised in the Lawsuit, and those arising from or related to her employment with Defendant for the period through and including when she signs the Settlement Agreement (the “Class Representative’s Released Claims”). Plaintiff agrees and understands that Defendants and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed. The scope of the Class Representatives’ Released Claims includes all unknown claims covered by California Civil Code § 1542, arising at any time up to and including the date on which Plaintiff signs the Settlement Agreement, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Section 1542 of the California Civil Code 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.

The Class Representative’s Released Claims include, but are not limited to, the Released Claims as well as any other claims under any provision of the FLSA, the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to §§ 17200 et seq.; the United States Constitution; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their implementing regulations and interpretive guidelines. Plaintiff represents that she has not suffered any form of race, sex, age, national origin, disability or other form of discrimination and understand that Defendants are relying on such representation in connection with this settlement. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Parties Released by the Class Representative, Plaintiff expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims which she does not know of or suspect to exist in her favor at the time of signing this Settlement Agreement.

Plaintiff will retain any right to existing workers’ compensation benefits to which she is already entitled.

4. Effective Date. The Settlement will become final and effective only upon the occurrence of all of the following events (and the date the Settlement becomes final and effective is referred to herein as the “Effective Date”): (a) the Court enters an order granting preliminary approval of

the Settlement; (b) the Court enters a Final Approval Order (as defined herein); (c) if an objection is filed and not withdrawn, expiration of the time to file an appeal of the Final Approval Order; and (d) if an objection is filed and not withdrawn and notice of appeal of the Final Approval Order was timely filed, then the date the appeal is dismissed or otherwise finally resolved, with the Final Approval Order not being reversed on appeal.

5. Maximum Settlement Amount. As consideration, Defendants agree to pay a non-reversionary Maximum Settlement Amount of \$995,000 (Nine Hundred Ninety-Five Thousand Dollars and Zero Cents), in full and complete settlement of this matter, as follows:

- A. The Parties agree to the appointment of Phoenix Settlement Administrators to perform the duties of a Settlement Administrator for the purpose of issuing payments to Settlement Class Members. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by the Settlement have been fully carried out.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within 21 calendar days after the date the court orders final approval of the Settlement and the running of all time for appeals (or if an appeal is filed, after the appeal is dismissed or the Settlement is upheld on appeal, as applicable). In the event that no Class Member objects to the Settlement, Defendants will deliver to the Settlement Administrator the total amount of all payments due to under the Settlement within 21 calendar days of the date final court approval of the Settlement is received.
- C. The Maximum Settlement Amount includes:
 - i. All payments to the Settlement Class, except that the employer's portion of FICA, FUTA, and all other state and federal payroll taxes shall be paid by Defendants in addition to the Maximum Settlement Amount.
 - ii. All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$3,500.00;
 - iii. "Class Representative's Payment" up to \$10,000 in recognition of Class Representative's contributions to the Lawsuit and service to the Settlement Class. In the event that the Court reduces the requested Class Representative's Payment, Plaintiff shall not have the right to revoke the Settlement for that reason, and it will remain binding;
 - iv. Thirty percent (30%) of the Maximum Settlement Amount in attorneys' fees, which is \$298,500 (Two Hundred Ninety Eight Thousand Five Hundred Dollars and Zero Cents)), plus actual costs and expenses related to the Lawsuit, which are not to exceed \$15,000.00 (Fifteen Thousand Dollars and Zero Cents), as supported by declaration. Defendants agree to not

oppose Plaintiff's request for attorneys' fees and costs. In the event that the Court reduces the requested attorneys' fees and costs, Plaintiff shall not have the right to revoke this Settlement for that reason, and it will remain binding; and

- v. \$30,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code section 2699(i), 75% of such penalties, or \$22,500.00, will be payable to the California Labor & Workforce Development Agency ("LWDA") for its share of PAGA penalties, and the remaining 25%, or \$7,500.00, will be payable to the Settlement Class as the "PAGA Amount." Should the Court reduce or increase the requested PAGA civil penalties, Plaintiff shall not have the right to revoke this Settlement for that reason, and it will remain binding.

6. Preliminary Approval. Within thirty days after full execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Preliminarily appointing Matthew S. Dente of Dente Law, P.C.; London Meservy of Meservy Law, P.C., and Rory K. Pendergast of The Pendergast Law Firm, PC as counsel for the class (collectively, "Class Counsel");
- C. Preliminarily appointing Aimee Cordova as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of a Class Notice Packet and directing the mailing of same to be mailed to the Class Members to inform them of this Settlement, and directing the mailing of same by the Settlement Administrator; and
- G. Scheduling a Final Approval hearing.

7. Notice to Settlement Class. Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Defendants shall calculate the number of work weeks that each Class Member worked for Defendants during the Covered Period in the state of California ("Work Weeks"). To calculate Work Weeks, Defendants shall review its employment data in the Company's records for Class Members to calculate the number of Work Weeks during the relevant time frame.

- B. Within 21 calendar days after entry of an order preliminarily approving this Settlement, Defendants will provide the Settlement Administrator with the names, last known addresses, social security numbers, Work Week information, and employment status of the Settlement Class Members, based on Defendants' business records ("Class Data").
- C. Within 15 calendar days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Class Notice Packet to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- D. The Class Notice Packets shall include information regarding the nature of the Lawsuit, a summary of the substance of the Settlement, the Class Member definition, a notice of individual weeks worked by the Class Member during the Covered Period, the work week dispute procedure and time period for submission of a dispute of work weeks, a request for exclusion or objection to the Settlement, the date for the final approval hearing, the formula used for calculating Individual Settlement Payments, the Class Member's estimated Individual Settlement Payment, the amount of the Class Representative's Payment sought by Plaintiff, and the amount of attorney fees' and costs sought by Class Counsel under the Settlement. The Class Notice Packets shall be substantially in the form attached hereto as Exhibit B subject to Court approval.
- E. Any Class Notice Packets returned to the Settlement Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving any returned Class Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice Packet to the Settlement Class Member promptly, and in any event within 3 business days of obtaining the updated address. Settlement Class Members to whom Class Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have 10 business days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, file and serve an objection, or mail a dispute. Class Notice Packets that are re-sent shall inform the recipient of this adjusted deadline.
- F. The deadline to submit a Request for Exclusion, Objection, and/or Work Weeks Dispute to the Settlement Administrator shall be on or before thirty (30) calendar days of the date of the initial mailing of the Class Notice Packets (the "Response Deadline").

- G. Requests for Exclusion. Any Class Member who wishes to opt out of the Settlement must submit a valid and timely request in writing to be excluded from the Settlement (“Request for Exclusion”).
- i. The Request for Exclusion must: (1) contain the case name of the Lawsuit; (2) contain the name, address, telephone number, and last four digits of the social security number of the Settlement Class Member; (3) be hand signed by the Settlement Class Member; (4) contain a statement clearly indicating that the Class Member wishes to be excluded from the Settlement; and (5) be postmarked on or before the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in items (1)-(5), it will not be deemed complete or valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who validly requests to be excluded from the Settlement will not be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. If a Class Member submits both a Request for Exclusion and an Objection, then, the Request for Exclusion will be processed, and the Objection will be considered void.
 - ii. If four or more of the Class Members submit a valid Request for Exclusion (“opt out”), Defendants may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within 10 calendar days after the Settlement Administrator notifies the Parties that the four-person threshold has been exceeded, which the Settlement Administrator shall do within 5 calendar days after the Response Deadline. Should Defendants exercise this option, the Settlement Agreement and all actions taken in its furtherance shall be null and void and the Parties shall be equally responsible for any costs and fees incurred by the Settlement Administrator as of the date of rescission. If four or more of the Settlement Class Members opt out, the Parties reserve the right to renegotiate the terms of the Settlement in order to effectuate a final resolution.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement Class, or encourage any Settlement Class Member to appeal from a final dismissal or judgment entered consistent with this Agreement.
- H. Objections. Settlement Class Members (i.e., Class Members who do not timely and validly opt out) may object to this Settlement by submitting a written objection (“Objection”) with the Settlement Administrator at the address specified in the Class Notice Packet. An Objection must: (1) contain the case name of the Lawsuit;

(2) contain the full name, address, telephone number, and last four digits of the social security number of the Settlement Class Member; (3) be signed by the Settlement Class Member; (4) contain an explanation of his or her objection(s) to the Settlement; (5) indicate whether the Settlement Class Member is represented by counsel, and if represented by counsel, provide the name and address of said counsel; (6) indicate whether the Settlement Class Member or their counsel intends to appear at the Final Approval Hearing; and (7) be postmarked on or before the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice Packet. Objections postmarked after the Response Deadline will be untimely and therefore not considered. The Settlement Administrator shall provide copies of all objections that it receives to Class Counsel and Defendants' Counsel and submit all such objections with the Court by way of exhibits attached to a declaration. Defendants' Counsel and Class Counsel shall submit any responses to objections and serve them on the objecting Settlement Class Member or his or her counsel, at least nine (9) court days before the Final Approval Hearing. Settlement Class Members may, if they wish, appear in person and raise an objection at the Final Approval Hearing. Should any Settlement Class Member who did not submit a timely written objection to the Settlement Administrator prior to the Response Deadline appear in person to raise an objection at the Final Approval Hearing, the Parties reserve their rights to submit written responses to the objection for the Court's consideration.

- I. Notice of Settlement Award/ Work Weeks Disputes. Class Members will have the opportunity, should they disagree with the number of Work Weeks credited to them as reflected in the Class Notice Packet, to submit a written dispute of the number of Work Weeks credited to them ("Work Weeks Dispute"). A Work Weeks Dispute must: (1) contain the case name of the Lawsuit; (2) contain the full name, address, telephone number, and last four digits of the social security number of the Settlement Class Member; (3) be signed by the Settlement Class Member; (4) contain a clear statement indicating that the Settlement Class Member disputes the Work Weeks credited to him or her and provide the number of Work Weeks that the Settlement Class Member contends should be credited to him or her; (5) attach documentation and/or an explanation to show that the Work Weeks credited to him or her are incorrect; and (6) be mailed to the Settlement Administrator at the address specified in the Class Notice and postmarked by the Response Deadline. Defendants will cooperate with the Settlement Administrator to provide information necessary to consider Work Weeks Disputes. If there is a dispute, Defendants' records will be presumed to be correct, unless that presumption is rebutted by the Settlement Class Member's showing. The Settlement Administrator will resolve the Work Weeks Dispute, but shall bring Work Weeks Disputes to the attention of both Class Counsel and Defendants' Counsel and advise them both of how the Work Weeks Dispute will be resolved. The Settlement Administrator's resolution will be binding on all Parties.
- J. Defendants understand their legal obligation not to retaliate against Class Members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Lawsuit.

- K. Class Counsel should provide the Court, at least five (5) business days prior to the Final Fairness Hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken with regard to the mailing of the Class Notice Packets and all other actions undertaken herein.

8. Final Approval. Following preliminary approval and the close of the Response Deadline, and so long as Defendants have not exercised its right to rescind the Settlement Agreement as described above, Plaintiff shall apply to the Court for entry of an order granting final approval of the Settlement and dismissal with prejudice based thereon (“Final Approval Order”) as follows:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Certifying the Settlement Class;
- C. Appointing Plaintiff Cordova as Class Representatives;
- D. Appointing Matthew S. Dente of Dente Law, P.C.; London Meservy of Meservy Law, P.C., and Rory K. Pendergast of The Pendergast Law Firm, PC as Class Counsel;
- E. Approving Plaintiff’s and Class Counsel’s application for attorneys’ fees and costs, the Class Representative’s Payment, Settlement Administrator costs, and payment to the LWDA for its share of PAGA penalties; and
- F. Entering dismissal of the Lawsuit in its entirety with prejudice, including the previously-dismissed Defendant BAE Systems, Inc.

9. Payments to the Settlement Class. Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Payment, the Settlement Administrator’s costs, and the LWDA’s share of the PAGA payment. The remaining amount shall be known as the “Net Settlement Amount.” To the extent the Court does not approve the full requested attorneys’ fees, litigation costs, Class Representative’s payment or settlement administration costs, the Net Settlement Amount will increase by the difference in the amounts requested by Plaintiff from the amounts actually approved by the Court.
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment based on the following formula: The Net Settlement Amount will be apportioned to each Settlement Class Member based on their proportionate number of Work Weeks, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s individual total Work Weeks, and the denominator of which is the

total number of Work Weeks of all Settlement Class Members. Twenty-five percent (25%) of each Individual Settlement Payment shall be considered wages (“Wages Portion”) and subject to reduction for the employee’s share of all applicable payroll contributions and withholdings, which shall be reported by the Settlement Administrator on an IRS Form W-2. The Net Settlement Amount does not include the employer’s share of payroll contributions and withholdings, and the Settlement Administrator shall be responsible for remitting said amounts to the appropriate taxing authorities. Seventy-five percent (75%) of each Individual Settlement Payment shall be allocated as business expense reimbursement, premium and PAGA payments and interest (“Non-Wages Portion”), which shall be reported by the Settlement Administrator on an IRS Form 1099.

- C. The Settlement Administrator will be responsible for calculating and withholding the employee-side employment taxes and other withholdings owed by each Settlement Class Member for the Wages Portion of his/her Individual Settlement Payment and paying these amounts to the appropriate state and federal agencies, within the time required by applicable state and/or federal law. The Parties make no representations as to the tax treatment or legal effect of Settlement Class Members’ Individual Settlement Payments, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members will be solely responsible for the payment of any taxes and penalties assessed on Settlement Class Members’ Individual Settlement Payments.
- D. Defendants’ corporate tax obligations for portions of Individual Settlement Payments classified as wages will be paid separate, apart, and in addition to, the Maximum Settlement Amount. Within 14 calendar days after the Court has granted final approval of the Settlement, the Settlement Administrator will calculate the employer's portion of FICA, FUTA, and all other state and federal payroll taxes amount and inform Defense counsel so that this amount can be deposited at the same time by Defendants with the Maximum Settlement Amount.
- E. Within 14 calendar days after the Court has granted final approval of the Settlement, the Settlement Administrator will calculate the Settlement Class Members’ Individual Settlement Payments based on the formula set forth herein, and provide notice of said amounts to Class Counsel and Defendants’ counsel.
- F. Within 10 business days following the deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will prepare and mail Individual Settlement Payments to Settlement Class Members.
- G. The Settlement Administrator will issue each participating Settlement Class Member an IRS Form 1099 for amounts paid as penalties and interest, and an IRS Form W-2 for amounts paid as wages, less normal tax deductions and withholdings as required by law.
- H. No portion of any Settlement Class Member’s Individual Settlement Payment shall be contributed to any investment plan (including a 401(k) plan) or any retirement

and/or savings plan. Upon final approval and receipt of their Individual Settlement Payment, Plaintiff and Class Members hereby waive all claims arising from the non-allocation of any portion of the Individual Settlement Payments to any investment plan (including a 401 (k) plan) or any retirement and/or savings plan. Payments under this Settlement shall not be considered compensation under any of Defendants' employee benefit plans.

- I. The memorandum line of each Settlement check shall state: "Class Action Settlement." The back of each settlement check shall include the following language acknowledging the opt-in and release of FLSA claims: "I understand that by signing and cashing this settlement check, I consent to opt-in to the Fair Labor Standards Act ("FLSA") collective action in the matter in Case No. 3:20-cv-2425-JLS-MDD in the Southern District of California, entitled *Aimee Cordova v BAE Systems, Inc., et al.*, and will release and waive all overtime and minimum wage claims under the FLSA as set forth in the Stipulation of Settlement and Release and Notice of Class Action Settlement."
- J. The Settlement Administrator's letter accompanying the Settlement checks shall state as follows:

"Previously, you received a notice regarding the lawsuit entitled *Cordova v BAE Systems, Inc.* The lawsuit concerned a bona fide dispute regarding wages, meal period and rest period violations, and other alleged labor law violations. We are pleased to let you know that the lawsuit is now fully resolved. Enclosed is your settlement check. The Parties will not issue a public announcement of the settlement amounts either individually or in total."
- K. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 120 calendar days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks are not cashed within 120 calendar days after mailing will be transferred by the Settlement Administrator to the Controller of the State of California, Unclaimed Property Fund in the name of the Settlement Class Member. The failure to cash any check within 120 days shall in no way affect the binding nature of the Settlement or the binding nature of any release of claims.
- L. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. Attorneys' Fees and Costs. Defendants will not object to the request for Class Counsel's attorneys' fees up to thirty percent (30%) of the Maximum Settlement Amount, plus actual costs and expenses, which costs are not to exceed \$15,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,

including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator at the time the Settlement Administrator distributes the fee award approved by the Court. In consideration for their awarded attorneys' fees and costs, Class Counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Lawsuit. Defendants' payment of the class counsel fees and costs per this Settlement Agreement shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to attorneys' fees, expenses, or costs in the Lawsuit incurred by any other attorney or law firm which any of them may claim to have incurred on behalf of Plaintiff or Class Members. The Parties further agree that Class Counsels' fees and costs shall be for all attorneys' fees, expenses, and costs, present and future, incurred in the Lawsuit by all attorneys working on behalf of the Plaintiff or Class Members.

11. Class Representative Payment. Defendants will not object to a request for a Class Representative's Payment up to \$10,000.00 for Plaintiff's time and risks in prosecuting the Lawsuit and Plaintiff's service to the Settlement Class, as well as for Plaintiff's general release of the Class Representatives' Released Claims. This award will be in addition to Plaintiff's Individual Settlement Payments as Settlement Class Members and shall be reported on an IRS Form 1099 by the Settlement Administrator. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on her respective Class Representative Payment and shall hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Payment. Plaintiff further (1) waives her right to object to or opt-out from the Settlement (2) waive her right to appeal from Final Approval of the Settlement, and (3) is obligated to take the steps necessary to effectuate approval of the Settlement.

12. Settlement Administrator. The Parties agree to seek approval to pay up to \$3,500.00 to Phoenix Settlement Administrators for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for: establishing a toll-free telephone number; establishing a Post Office Box for receipt of Class Member communications; preparing, printing, and mailing the Notice of Settlement to Class Members; receiving and reviewing Requests for Exclusion, if any, submitted by Class Members; calculating and paying any and all payroll tax or other required withholdings from Individual Settlement Payments as required under this Settlement Agreement and applicable law; providing weekly status reports to Defense Counsel and Class Counsel, which shall include the status of mailings to Class Members (including the total of returned, undelivered, and re-mailed Notices of Settlement) and the total of any responses, Notices of Objection, and Requests for Exclusion received from Class Members (including the total of Notices of Objection and Requests for Exclusion that are deficient, late, or otherwise invalid); providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; mailing the Service Award to Plaintiff, the Class Counsel Fees and Costs Award to Class Counsel, the PAGA LWDA Payment to the LWDA, and the Class Member Payments to Settlement Class Members; printing and providing Class Members, Plaintiff, and Class Counsel with IRS Forms W-2 and/or 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the administration of the Settlement; and for such other tasks as the Parties mutually agree. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement Agreement shall be

prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be a Settlement Administration Cost. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary. The Settlement Administrator shall be required to permit Class Counsel as well as Defendants' counsel, or their duly designated agents, to inspect and audit, at reasonable times, all payments to Settlement Class Members, and receipts pertaining thereto.

13. Non-Opposition. Defendants agree that they will not oppose Plaintiff's motions for preliminary and final approval of the Settlement to the extent that such filing are consistent with the terms agreed to herein, and will not oppose Plaintiff's and Class Counsel's motion for attorneys' fees and costs and request for Class Representative's Payment, up to the amounts specified herein. The Parties agree to work together expeditiously to obtain preliminary and final approval of this Settlement.

14. Non-Admission of Liability. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. This Settlement Agreement is a confidential settlement document and shall be inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then the Parties agree that this Settlement Agreement is null and void, but remains confidential. The Parties agree that an award of a Class Representative Payment or Class Counsel's attorneys' fees and costs in an amount less than requested by Plaintiff will not constitute a failure by the Court to grant Settlement approval, or a material modification of the Settlement.

15. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their counsel of record, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. Confidentiality and No Publicity. The Parties agree not to publicize the Settlement in any way. No reference to this Settlement, which shall include any reference to a settlement reached with a government contractor or in connection with fingerprint examiners, will appear in any advertisement, any website or any social media forum, including but not limited to Facebook, Instagram, LinkedIn, and Twitter. The Parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement. Class Counsel may reference the Settlement for the purposes of providing to a court evidence of their experience as class counsel, but no specific reference may

be made to either the amount of the Settlement or the identity of defendants except that Class Counsel may refer to the latter as a “government contractor.”

17. Return of Confidential Documents: In connection with the Parties’ agreement to maintain all documents sent from Defendants to Class Counsel confidential, within fourteen (14) days of any request by Defendants’ counsel after the Court has granted final approval of the Settlement, all material designated as “Confidential,” including any copies, extracts, or summaries thereof, shall be returned to Defense counsel. Class Counsel may redact any attorney notes or other work product from working copies of Confidential material. Defendants’ counsel agrees to maintain all such confidentially marked information provided to Class Counsel for the purpose of this litigation for no less than 5 years from the date the Settlement becomes effective.

18. Fair, Adequate and Reasonable Settlement. The Parties agree that the Settlement is fair and reasonable, and will so represent to the Court. In addition, the Parties’ mediator may, at his discretion, execute a declaration supporting the Settlement and the reasonableness of the Settlement. The Court may, in its discretion, contact the Parties’ mediator to discuss the Settlement and whether or not the Settlement is fair, adequate and reasonable.

19. Waiver of Appeals. The Parties waive all appeals from the Court’s approval of the Settlement, unless: (i) the Court materially modifies the Settlement; and/or (ii) the Court reduces the amount to be awarded as the Class Representative’s Payment and/or Class Counsel’s attorneys’ fees and costs. An appeal of Class Representative’s Payment and/or Class Counsel’s attorneys’ fees and costs award does not affect the finality of the Settlement.

20. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and transmitted by receipted delivery, and also by e-mail, to the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Mary Dollarhide
Taylor H. Wemmer
DLA Piper LLP (US)
4365 Executive Drive, #1100
San Diego, California 92121-233
mary.dollarhide@us.dlapiper.com
taylor.wemmer@us.dlapiper.com

if to Plaintiff: Matthew S. Dente
Dente Law, P.C.
5040 Shoreham Place
San Diego, CA 92122
matt@dentelaw.com

London D. Meservy
Meservy Law, P.C.
401 West A Street, Suite 1712
San Diego, CA 92101

london@merservylawpc.com

Rory K. Pendergast
The Pendergast Law Firm, PC
3019 Polk Avenue
San Diego, CA 92104
rory@rorylaw.com

21. Entire Agreement. This Settlement Agreement, including attached exhibits, contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

22. Parties' Authority: The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

23. Construction: The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, its or their counsel participated in the drafting of this Settlement.

24. Modification: The Settlement may not be changed, altered or modified, except in writing and signed by the Parties or their counsel of record, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

25. Binding on Assigns: This Settlement shall be binding upon and inure to the benefit of the Parties and Settlement Class Members as well as their respective heirs, trustees, executors, administrators, successors, and assigns.

26. Class Counsel and Representative Signatories: Because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement. This Settlement shall have the same force and effect as if this Settlement were executed by each Class Member with regard to claims released herein. For purposes of this Agreement, the Parties agree that Aimee Cordova is authorized to execute this Agreement on behalf of the Class Members.

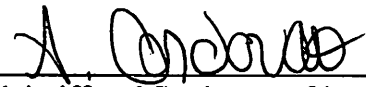
27. Counterparts. This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

28. Interpretation. The Parties agree to have mediator Gig Kyriacou resolve any and all disputes that may arise in connection with interpreting the terms of this Settlement.

I declare under penalty of perjury and under the laws of the State of California and the United States of America that the representations I am making herein are true and correct to the best of my knowledge.

DATED: 7/29/2021

AIMEE CORDOVA

By: 
Plaintiff and Settlement Class Representative

DATED: _____

**BAE SYSTEMS TECHNOLOGY SOLUTIONS
& SERVICES, INC.**

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DATED: _____

DLA PIPER LLP (US)

By: _____
Mary Dollarhide
Taylor H. Wemmer
Attorneys for Defendant BAE Systems
Technology Solutions & Services, Inc.

DATED: July 29, 2021

CLASS COUNSEL

By: 
~~Matthew S Dente~~
Dente Law, P.C.
London D. Meservy
Meservy Law, P.C.
Rory K. Pendergast
The Pendergast Law Firm, PC
Counsel for Plaintiff Aimee Cordova and the
Class

I declare under penalty of perjury and under the laws of the State of California and the United States of America that the representations I am making herein are true and correct to the best of my knowledge.

DATED: _____

AIMEE CORDOVA

By: _____
Plaintiff and Settlement Class Representative

DATED: July 29, 2021

**BAE SYSTEMS TECHNOLOGY SOLUTIONS
& SERVICES, INC.**

By: Alfred Crews, Jr.
Name: Alfred Crews, Jr.
Title: Vice President and Secretary

APPROVED AS TO FORM:

DATED: July 29, 2021

DLA PIPER LLP (US)

By: Mary C. Dollarhide
Mary Dollarhide
Taylor H. Wemmer
Attorneys for Defendant BAE Systems
Technology Solutions & Services, Inc.

DATED: _____

CLASS COUNSEL

By: _____
Matthew S Dente
Dente Law, P.C.
London D. Meservy
Meservy Law, P.C.
Rory K. Pendergast
The Pendergast Law Firm, PC
Counsel for Plaintiff Aimee Cordova and the
Class

EXHIBIT A

Memorandum of Understanding

Subject to approval by the Southern District of California (the “Court”), and with the proviso that this Memorandum of Understanding will be further memorialized in a stipulation of settlement, Plaintiff Aimee Cordova (“Plaintiff”) and BAE Systems Technology Solutions & Services, Inc. (“TS&S”), as well as previously dismissed Defendant BAE Systems, Inc. (collectively, the “Defendants”), hereby agree to the following binding settlement (the “Settlement”) of the class action entitled *Aimee Cordova, individually and on behalf of other members of the public similarly situated v BAE Systems, Inc., BAE Systems Technology Solutions & Services, Inc.; and DOES 1 through 10, inclusive*, Case No. 3:20-cv-2425-JLS-MDD, pending before the Court (the “Lawsuit”). Plaintiff and Defendants are collectively referred to herein as the “parties,” and Plaintiff’s counsel are sometimes referred to herein as “class counsel.”

1. **The Settlement Class:** The Settlement Class shall consist of the following: Any and all persons who are or were employed by Defendants as Forensic Analysts (of any level and all similar positions however titled), in the State of California during the Covered Period (“Class Member” or “Class Members”). Defendants make the material representation that as of the execution of this MOU there are 31 Class Members. The “Covered Period” means the period from November 12, 2016 through the Motion Date (as defined herein).
2. **Maximum Settlement Amount:** The Maximum Settlement Amount that Defendants will be obligated to pay in connection with the Settlement is \$995,000 (Nine Hundred Ninety Five Thousand Dollars and Zero Cents), inclusive of attorneys' fees, costs and expenses directly related to the Lawsuit, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement, administering the settlement (including the Settlement Administrator's fees and expenses), and obtaining a dismissal of the action, the service payment to the class representative, the payment to the State of California Labor Workforce and Development Agency (“LWDA”) in connection with the claim for penalties under the Private Attorneys General Act, and California Labor Code section 2698, *et seq.* (“PAGA”). The employer's portion of FICA, FUTA, and all other state and federal payroll taxes shall be paid by Defendants in addition to the Maximum Settlement Amount. Payments will be based upon the workweeks of the Settlement Class during the Covered Period, according to the formula set forth herein. The entirety of the Maximum Settlement Amount will be paid by Defendants should the settlement receive final approval and in no event will any portion of the Maximum Settlement Amount revert back to Defendants.
3. **Class Representative Payments:** Defendants will not oppose Plaintiff’s application to the District Court for a class representative payment, not to exceed \$10,000 to be paid from the Maximum Settlement Amount, in addition to Plaintiff’s individual settlement payments, in exchange for a full release of claims. Plaintiff shall execute a general release of any and all claims against TS&S and its former and current parents, subsidiaries, and affiliated corporations, its officers, directors, employees, partners, contractors, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives, and from any and all federal and state claims, including but not limited to those raised in the Lawsuit, and those arising from or related to her employment with TS&S, whether known or unknown, for the period through and including the date Plaintiff executes the Stipulation of

Settlement and Release, except that Plaintiff will retain any right to exiting workers' compensation benefits to which she is already entitled and the release will not release any workers compensation claims. A Form 1099 will be issued with respect to her awarded class representative payment. Plaintiff Aimee Cordova hereby waives her right to object to or opt out of the agreed-upon settlement or appeal from the grant of final approval of the settlement. Plaintiff agrees and understands that TS&S and Plaintiff have had a bona fide dispute regarding, *inter alia*, wages owed.

4. Attorneys' Fees and Costs: Defendants will not oppose Plaintiff's application to the Court for attorneys' fees in the amount of thirty percent (30%) of the Maximum Settlement Amount (i.e., \$298,500 (Two Hundred Ninety Eight Thousand Five Hundred Dollars and Zero Cents)) to be paid out of the Maximum Settlement Amount and costs in an amount not to exceed \$15,000 (Fifteen Thousand Dollars and Zero Cents). The amount of attorneys' fees awarded will be at the discretion of the Court. Defendants will issue to class counsel a Form 1099 with respect to the attorneys' fees and costs that the Court awards, to the extent it is advised of the same by the Settlement Administrator.

5. Payment to the LWDA: The Parties agree that \$30,000 of the Maximum Settlement Amount will be allocated to settle the PAGA claim, and will be distributed as follows: 75 percent of the apportioned PAGA settlement amount (\$22,500) will be paid to the LWDA, and the remaining 25 percent (\$7,500) will be divided equally among the Class Members who worked in the period between 1 year prior to the filing of the PAGA exhaustion letter in this Action and the Motion Date and included in their Individual Settlement Payments. Class members will receive a tax form 1099 for amounts paid under this provision.

6. Class Member Distribution Formula: After deducting Plaintiff's awarded class representative payment, class counsels' awarded attorneys' fees and costs, payments to the State of California under PAGA and the Settlement Administrator's fees and expenses, the remainder of the Maximum Settlement Amount (the "Net Settlement Proceeds") will be distributed to each class member on a pro rata basis according to the number of weeks he or she worked for Defendants during the Covered Period.

- a. "Total Weeks Worked" will be the total number of weeks worked by all Class Members during the Covered Period according to Defendants' records. "Individual Weeks Worked" will be the total number of weeks worked by an individual Class Member during the Covered Period according to Defendant's payroll records.
- b. The "Individual Settlement Payment" will be calculated by dividing a Class Member's Individual Weeks Worked by the Total Weeks Worked of all Class Members during the Covered Period and multiplying this result by the Net Settlement Proceeds. 25% of the resulting amount will be subject to tax withholdings representing wages and 75% of the resulting amount will be reported on a tax form 1099 representing business reimbursement, premium payments and interest. Employer's share of payroll taxes will be paid separately by Defendants.

7. Notice of the Settlement: Each Class Member will be fully advised of the

Settlement. Each Class Member will be provided notice of this Settlement, which will include information regarding the nature of the Lawsuit, a summary of the substance of the Settlement, the Class Member definition, a Notice of Individual Weeks Worked Form, the work week dispute procedure and time period for submission of a dispute of work weeks, a request for exclusion or objection to the Settlement, the date for the final approval hearing, the formula used for calculating Individual Settlement Payments, information regarding the Plaintiff's attorney fees' portion of the settlement, and their estimated Individual Settlement Payment.

8. Process for Court Approval:

- a. Promptly following the execution of this Memorandum of Understanding, the Parties will file a request to stay all pending deadlines with the Court, including all motion to compel deadlines, while the parties pursue final approval of the settlement. Within 30 days of the execution of this Memorandum of Understanding, the parties will memorialize the full agreement in a Stipulation of Settlement and Release. Also within 30 days of the execution of this Memorandum of Understanding, Plaintiff will file an amended complaint to add claims under California Labor Code section 203, California Labor Code section 2802, the Fair Labor Standards Act [29 U.S.C. §201, *et seq.*], and the PAGA.
- b. Within 30 days after the execution of the Stipulation of Settlement and Release, Plaintiff will move the Court for preliminary approval of the Settlement ("Motion Date").
- c. Within 21 calendar days after preliminary approval by the Court, Defendants will provide the Settlement Administrator with the names, last known addresses, work weeks, and employment status of the Class Members pursuant to Defendants' business records.
- d. Within 15 calendar days after receiving the Class Member information from Defendants, the Settlement Administrator will send notice of the Settlement, the Notice of Individual Weeks Worked Form, and the request for exclusion form (as proposed by the Parties and approved by the Court) to each of the Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices, including by Skip Tracing
- e. In order to elect not to participate in the Settlement, a Class Member must sign his or her request for exclusion and submit it to the Settlement Administrator no later than 30 calendar days after notice of the Settlement was mailed. If four or more of the Class Members validly elect not to participate in the Settlement, Defendants will have the right to rescind the Settlement and all actions taken in its furtherance will be null and void should Defendants exercise this option. Defendants must exercise this right within 10 calendar days after the Settlement Administrator notifies the Parties of the valid elections not to participate received, which the Settlement Administrator will do within 5 calendar days after the deadline for submission of a request for exclusion.

f. Class Members who, prior to the signing of this MOU enter into a privately negotiated agreement that includes class-released claims will no longer be eligible as a "Class Member" and will not receive a distribution under this settlement. . As of this date, Defendant makes a good faith representation that it is not aware of any settlement agreements or releases executed by any of the Class Members.

g. In order to object to the Settlement, a Class Member must file his or her objection with the Court, and serve it on the Parties, no later than 30 calendar days after notice of the Settlement was first mailed.

h. If Defendants do not exercise their right to rescind the Settlement based on the number of Class Members who elect not to participate in the Settlement, class counsel will move for final approval of the Settlement which Defendants will not oppose as long as it is consistent with the terms of parties' Settlement. Class counsel will also file a separate motion during the opt out period requesting approval of class counsels' attorneys' fees and expenses which Defendants will not oppose as long as it is consistent with the terms of parties' Settlement.

i. Within 14 calendar days after the Court has granted final approval of the Settlement, the Settlement Administrator will calculate the Settlement amount due to each Class Member based on the formula set forth herein, and provide said amounts to counsel for Defendants and counsel for Plaintiff.

j. Within 21 calendar days of receiving final court approval of the Settlement and the expiration of the time to file appeals or the resolution of any appeals filed, Defendants will deliver to the Settlement Administrator the total amount of all payments due to under the Settlement. In the event that no Class Member objects to the Settlement, Defendants will deliver to the Settlement Administrator the total amount of all payments due to under the Settlement within 21 calendar days of the date final court approval of the Settlement is received.

i. Each Class Member will be notified of his or her Compensable Weeks in the Covered Period pursuant to Defendants' business records, including former employees. In the event of a dispute regarding the amount of a Class Member's settlement payment or the number of Compensable Weeks, Defendants' records will be presumed to be correct, but that presumption may be rebutted by the Class Member's showing. The Settlement Administrator will resolve all such disputes, and the Settlement Administrator's resolution will be binding on all parties.

j. The parties agree to the appointment of a mutually agreeable third-party administrator, to be determined prior to the signing of the long-form settlement agreement, to perform the duties of a Settlement Administrator for the purpose of issuing payments to Class Members. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by the Settlement have been fully carried out. The Settlement Administrator shall be required to

permit the counsel of record or their duly designated agents to inspect and audit, at reasonable times, all payments to Class Members and receipts pertaining to payments to Class Members.

k. If the Court does not grant approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void, and any conditional certification of the class for settlement purposes only shall likewise be null and void, except that an award of a class representative payment or class counsels' attorneys' fees and expenses in an amount less than sought will not constitute a failure to grant approval or a material modification.

l. The parties will work together expeditiously to obtain preliminary and final approval of this Settlement.

9. Disposition of Uncashed Settlement Checks: If a Class Member fails to cash the check for his or her Settlement Share within 120 days after it is mailed to the Class Member, the uncollected monies will be transferred to the Controller of the State of California, Unclaimed Property Fund in the name of the Settlement Class Member whose check was cancelled.

10. Release of Claims:

a. As noted above, in consideration for her class representative payment, as well as her settlement payments and the other terms and conditions of the Settlement, Plaintiff Aimee Cordova agrees to enter into a general release and releases any and all claims against TS&S and its former and current parents, subsidiaries, and affiliated corporations, its officers, directors, employees, partners, contractors, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives, from any and all federal and state claims, including but not limited to those raised in the Lawsuit, and those arising from or related to her employment with TS&S, whether known or unknown, for the period through and including the date Plaintiff executes the Stipulation of Settlement and Release, except that Plaintiff will retain any right to exiting workers' compensation benefits to which she is already entitled.

b. The Class Members (other than those who submit a valid an opt-out request) will release and discharge Defendants, and all of their former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals ("Class Members' Released Parties"), from any and all wage-and-hour claims, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to provide required meal periods; (b) failure to provide required rest periods; (c) failure to pay overtime wages or minimum wage; (d) failure to pay all wages due to discharged and quitting employees; (f) failure to furnish accurate itemized wage statements; (h) failure to indemnify employees for necessary business expenditures incurred in discharge of duties; (i) unfair and unlawful business practices based on the foregoing allegations, and (j) any other related civil and statutory penalties, including those recoverable under PAGA ("Class Members' Released Claims"). The Class Members' Released Claims include claims meeting

the above definition(s) including those under California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194 and 1198 California Labor Code § 2802; California Bus. & Prof. Code §§ 17200 et seq.; PAGA, California Labor Code §§ 2698 et. seq.; California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287 and 3288; California Industrial Wage Order Nos. 1 through 9, and the overtime and minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.* arising during the Covered Period.

c. In consideration of their awarded attorneys' fees and expenses, class counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Lawsuit. Defendants' payment of the class counsel fees and costs per this agreement shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to attorneys' fees, expenses, or costs in the Lawsuit incurred by any other attorney or law firm which any of them may claim to have incurred on behalf of Plaintiff or class members. The parties further agree that the class counsels' fees and costs shall be for all attorneys' fees, expenses, and costs, present and future, incurred in the Lawsuit by all attorneys working on behalf of the Plaintiff or Class Members.

11. No Publicity: The parties agree not to publicize the Settlement in any way. No reference to this settlement, to include any reference to a settlement reached with a government contractor in the settlement amount, will appear in any advertisement, any website or any social media forum, including but not limited to Facebook, Instagram, LinkedIn, and Twitter. The parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement. Class counsel may reference the settlement for the purposes of providing to a court evidence of their experience as class counsel, but no specific reference may be made to either the amount of the settlement or the identity of defendant except that class counsel may refer to the latter as a "government contractor."

12. Fair Adequate and Reasonable Settlement: The parties agree that the Settlement is fair and reasonable and will so represent to the Court. In addition, Mediator Gig Kyriacou, who facilitated this arms' length agreement, may, at his discretion, execute a declaration supporting the Settlement and the reasonableness of the terms. The Court may, in its discretion, contact Mr. Kyriacou to discuss the Settlement and whether or not the Settlement is fair and reasonable.

13. Waiver of Appeals: The parties waive all appeals from the Court's approval of the Settlement unless: (a) the Court materially modifies the Settlement; and/or (b) the Court reduces the amount to be awarded as Plaintiffs' class representative payments or class counsels' attorneys' fees and costs.

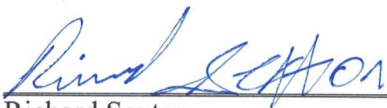
14. Dismissal of the Action: The parties agree that, in connection with final approval of the settlement, and unless the Court requires retention of jurisdiction over the Settlement, dismissal of the Lawsuit in its entirety with prejudice, including the previously-dismissed BAE Systems, Inc., will be requested.

15. Binding Agreement: The parties intend that this Memorandum of Understanding shall be fully enforceable and binding upon all of the parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. Counsel for Plaintiff represent that Plaintiff has authorized them to enter this Settlement and execute this Memorandum of Agreement on her behalf.

DATED: June 10, 2021

DEFENDANT:

BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES, INC.



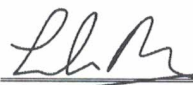
Richard Sexton

Senior Counsel, BAE Systems Technology Solutions & Services, Inc.

DLA PIPER LLP

Mary C. Dollarhide
Attorneys for Defendant

PLAINTIFF AND THE CLASS:



~~Matthew S Dente~~

Dente Law, P.C.

London D. Meservy

Meservy Law, P.C.

Rory K. Pendergast

The Pendergast Law Firm, PC

Counsel for Plaintiff and the Class

15. Binding Agreement: The parties intend that this Memorandum of Understanding shall be fully enforceable and binding upon all of the parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. Counsel for Plaintiff represent that Plaintiff has authorized them to enter this Settlement and execute this Memorandum of Agreement on her behalf.

DATED: June 10, 2021

DEFENDANT:

BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES, INC.

Richard Sexton
Senior Counsel, BAE Systems Technology Solutions & Services, Inc.

DLA PIPER LLP



Mary C. Dollarhide
Attorneys for Defendant

PLAINTIFF AND THE CLASS:

Matthew S Dente
Dente Law, P.C.
London D. Meservy
Meservy Law, P.C.
Rory K. Pendergast
The Pendergast Law Firm, PC
Counsel for Plaintiff and the Class

**NOTICE OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION,
SETTLEMENT**

This is a Notice of Settlement for the Class, Collective, and Representative Action titled:

Aimee Cordova v BAE Systems, Inc., et al.
U.S. District Court, Southern District of California
Case No. 3:20-cv-2425-JLS-MDD

To: All Forensic Analysts employed by BAE Systems Technology Solutions & Services, Inc. and BAE Systems, Inc. (collectively “BAE”) in the State of California from November 12, 2016 through July [REDACTED], 2021 who have not previously signed a complete and general release of all claims against BAE.

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class, collective, and representative action lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement and you will release certain claims covered by the Settlement against the Released Parties (defined below).
EXCLUDE YOURSELF	Receive no payment of the Settlement and retain any and all rights you may have against the Released Parties
OBJECT	Write to the Court about why you don’t agree with the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement.

Pursuant to the terms of the Settlement, the Parties estimate your individual settlement payment will be \$ [REDACTED]. The actual amount of your settlement award could be more or less than this estimated amount, depending on a number of factors, including the number of individuals who choose to opt out of the settlement and the award of costs and attorneys’ fees associated with the Settlement. This Notice is to advise you of your rights, how you can participate in this Settlement or how you can request to be excluded from the

Settlement, if you so choose. You have a right to participate in this Settlement without fear of retaliation by BAE.

WHY IT IS IMPORTANT TO READ THIS NOTICE

The Honorable Janis L. Sammartino of the U.S. District Court, Southern District of California (the “Court”) has preliminarily approved a class, collective, and representative action settlement (the “Settlement”) of all claims that were asserted in the lawsuit titled *Aimee Cordova v BAE Systems, Inc., et al.* U.S. District Court, Southern District of California Case No. 3:20-cv-2425-JLS-MDD (the “Action”).

The Settlement affects any and all persons who are or were employed by BAE as “Forensic Analysts” of any level (or any similar position however titled) in the State of California from November 12, 2016 through July 2021 (the “Covered Period”) and who have not previously signed a settlement or separation agreement that contained a general release of claims (the “Class Members”).

You have received this Notice of Settlement because BAE’s records show that you are a Class Member.

This Notice of Settlement provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.***

WHAT THIS ACTION AND SETTLEMENT IS ABOUT

A class, collective, and representative action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiff Aimee Cordova (“Plaintiff”) is BAE Forensic Analyst. Plaintiff filed this Action on November 12, 2020 alleging five causes of action under the California Labor Code: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to provide compliant itemized wage statements; and (5) violation of California Business and Professions Code §§17200, *et seq.* On June 26, 2021, Plaintiff filed an amended Complaint adding claims for: failure to pay all wages on separation and failure to reimburse business expenses under the California Labor Code; failure to pay overtime wages under the federal Fair Labor Standards Act (“FLSA”); and for civil penalties under the California

Labor Code Private Attorney General Act (“PAGA”), California Labor Code § 2698 *et seq.*

BAE believes Plaintiff’s claims are without merit and denies all of the allegations of wrongdoing and liability. BAE contends it has complied with the California Labor Code, the FLSA, and all other applicable laws. BAE believes, however, that further litigation would be protracted, burdensome, expensive, and contrary to the best interests of the company and its employees. BAE has already devoted substantial time, energy, and resources defending this litigation, and unless there is a settlement, that situation will continue. In light of this, BAE believes the Settlement is the best way to resolve the litigation while minimizing further burden and expenses.

This Settlement is not an admission of any wrongdoing by BAE or an indication that BAE violated any law. The Court did not decide in favor of Plaintiff or BAE. There was no trial. Instead, both sides agreed to a no-fault resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members to receive payments from the Settlement as specified below.

Plaintiff and her attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

THE TERMS OF THE SETTLEMENT

I. Individual Settlement Payments

Participating Class Members – i.e., all Class Members who do not submit a timely Request for Exclusion as explained in the “Option 2: Request Exclusion from the Settlement” section below – are defined as Settlement Class Members and will receive an Individual Settlement Payment under the Settlement.

Individual Settlement Payment Calculation for Settlement Class Members: Settlement Class Members will receive Individual Settlement Payments after the Court issues a Final Approval Order and the Settlement becomes final and binding with no possibility of an appeal or further appeal (i.e., the “Effective Date” of the Settlement is reached). Each Settlement Class Members’ Individual Settlement Payment will be determined based on their proportionate number of Work Weeks during the Covered Period (*i.e.*, from November 12, 2016 through July 1, 2021). This amount will be calculated for each Settlement Class Member by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s individual total Work Weeks during the Covered Period, and the

denominator of which is the total number of Work Weeks of all Settlement Class Members during the Covered Period.

Settlement Class Members' number of Work Weeks worked will be determined exclusively based on their payroll/time data in BAE's records, subject to a reconciliation procedure facilitated by the Settlement Administrator should a Class Member have documentation showing BAE's records are incorrect.

BAE's records show that the total number of Class Member Work Weeks during the Covered Period is [REDACTED] and that you worked a total of [REDACTED] Work Weeks as a Forensic Analyst (or equivalent position) for BAE during the Covered Period.

II. The Total Settlement Amount and Distribution

The total maximum value of the Settlement (the "Maximum Settlement Amount") is \$995,000 (Nine Hundred Ninety-Five Thousand Dollars and Zero Cents), which is the maximum value BAE will provide in order to settle the Action, except that BAE will pay the employer's portion of FICA, FUTA, and all other state and federal payroll taxes in addition to the Maximum Settlement Amount. If the Settlement achieves approval, no portion of the Maximum Settlement Amount will revert to BAE.

The Maximum Settlement Amount will be distributed as follows:

Class Counsel's Fees and Costs Award: Plaintiff's counsel ("Class Counsel") will request attorneys' fees of up to 30% of the Maximum Settlement Amount, or \$298,500 (the "Class Counsel Fees Award"), and litigation costs of up to \$15,000 (the "Class Counsel Costs Award"). All attorneys' fees or litigation costs will be paid from the Maximum Settlement Amount. The Class Counsel Fees and Costs Awards are subject to approval from the Court. Any attorneys' fees or litigation costs not awarded by the Court will be added to the Net Settlement Amount (defined below) and distributed to Settlement Class Members.

Class Representative's Payment: Plaintiff will request a Class Representative's Payment (i.e., payment for service as a named Plaintiff and in consideration of her agreeing to a general release of claims) in an amount not to exceed \$10,000. The requested Class Representative's Payment is subject to approval from the Court and will be paid from the Maximum Settlement Amount. Any Class Representative's Payment not awarded by the Court will be added to the Net Settlement Amount (defined below) and distributed to Settlement Class Members.

PAGA Award: The Parties have allocated \$30,000 from the Maximum Settlement Amount to PAGA penalties (i.e., the “PAGA Award”) in consideration of the release of the PAGA claims alleged in the Action. Seventy-five percent (75%) of the PAGA Award (\$22,500) will be paid to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of the PAGA Award (\$7,500) will remain in the Net Settlement Amount and will be considered part of the amount allocated to penalties in the Individual Settlement Payments (described above).

Costs of Administration: The Court has approved Phoenix Settlement Administrators (the “Settlement Administrator”) to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$3,500. The cost of administration will be paid entirely from the Maximum Settlement Amount. Any Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Settlement Amount (defined below) and will be distributed to Settlement Class Members.

Net Settlement Amount: The Net Distribution Fund is the Maximum Settlement Amount (i.e., \$995,000), less the amounts allotted to: (1) the Class Counsel Fees Award (up to \$298,500), (2) the Class Counsel Costs Award (up to \$15,000), (3) the Class Representative’s Payment for Plaintiff (up to \$10,000), (4) the 75% of the PAGA Award to be paid to the LWDA (\$22,500); and (5) Settlement Administration Costs (up to \$3,500). Individual Settlement Payments for Settlement Class Members (defined above) and payments for employee-side taxes for the wage component of Individual Settlement Payments will be paid out of the Net Settlement Amount.

Tax Issues: Each Individual Settlement Payment will be apportioned as follows: 25% as wages and 75% as penalties and interest. The wage portion of Individual Settlement Payments will be subject to employee tax withholdings.

Uncashed Checks: All Settlement Class Members will receive an Individual Settlement Payment based on the calculations detailed above, without needing to make a claim. Checks must be cashed within 120 days. On the 121st day, checks are void and uncashed funds will be directed to the California State Controller’s Office’s Unclaimed Property Fund along with the identity of the Settlement Class Member to whom the funds belong.

III. Release of Claims by Settlement Class Members

Unless you request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against BAE and other Released Parties (defined below) regarding the “Settlement Class Member Released Claims” in this Settlement. Further information about, and the definition of, the Settlement Class Member Released Claims is provided below.

A. Released Parties

As of the Effective Date (as defined in the Settlement Agreement), any Class Member who has not excluded herself/himself from the Settlement will release BAE Systems Technology Solutions & Services, Inc. and BAE Systems, Inc., and all of their former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (“Released Parties”) from the Settlement Class Members’ Released Claims (defined below).

B. Releases

Settlement Class Members’ Released Claims:

Under the Settlement, Settlement Class Members will release and discharge BAE and Released Parties from any and all wage-and-hour claims, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to provide required meal periods; (b) failure to provide required rest periods; (c) failure to pay overtime wages or minimum wage; (d) failure to pay all wages due to discharged and quitting employees; (f) failure to furnish accurate itemized wage statements; (h) failure to indemnify employees for necessary business expenditures incurred in discharge of duties; (i) unfair and unlawful business practices based on the foregoing allegations, and (j) any other related civil and statutory penalties, including those recoverable under PAGA. Settlement Class Members’ Released Claims include claims meeting the above definition(s) including those under California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, and 2802; California Bus. & Prof. Code §§ 17200 et seq.; PAGA, California Labor Code §§ 2698 et. seq.; California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287 and 3288; California Industrial Wage Order Nos. 1

through 9, and the overtime and minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C. §201, et seq. arising during the Covered Period.

Class Members who do not opt out (i.e., submit a timely Request for Exclusion as explained below) will release the Settlement Class Member Released Claims for the Covered Period.

Plaintiff's Complete and General Release:

Plaintiff is agreeing to a complete and general release of all known and unknown claims as to the Released Parties as part of this Settlement and as additional consideration for the Class Representative's Payment specified above.

YOUR OPTIONS REGARDING THIS SETTLEMENT

I. First Option: Do Nothing and Receive an Individual Settlement Payment if the Settlement Becomes Final and Binding

You do not need to do anything to participate in this Settlement. If the Settlement becomes binding and you do nothing, you will receive an Individual Settlement Payment. The amount of the Individual Settlement Payment will be calculated based on the applicable Individual Settlement Payment calculation described above. If you do nothing, you will also be bound by the Settlement and you will be releasing all claims related to the allegations in the Action as explained in the "Release of Claims by Settlement Class Members" section above.

II. Second Option: Request Exclusion from the Settlement

If you do not wish to participate in the Settlement for any reason, you must submit a written letter, called a "Request for Exclusion," to the Settlement Administrator.

To be valid, the Request for Exclusion: (1) contain the case name of the Action; (2) contain your name, address, telephone number, and last four digits of your social security number; (3) be hand signed by you; and (4) contain a statement clearly indicating that you wish to be excluded from the Settlement such as:

"I wish to exclude myself from the Settlement in the action titled *Aimee Cordova v. BAE Systems, Inc., et al.*, pending in the U.S. District Court, Southern District of California Case No. No. 3:20-cv-2425-JLS-MDD. I

understand that by requesting to be excluded, I will receive no money from the Settlement.”

To be timely, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below on or before [Date] (the “Response Deadline”). Requests for Exclusion postmarked after this date may be disregarded.

Aimee Cordova v. BAE Systems, Inc., et al.

c/o Phoenix Settlement Administrators

[INSERT ADDRESS]

[INSERT PHONE NUMBER]

Any Class Member who submits a timely and valid Request for Exclusion will NOT receive any money from the Settlement and will not be bound by the terms of the Settlement or the Settlement Class Member Released Claims. Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal or comment on the Settlement.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Settlement Class Members.” As described above, each Settlement Class Member will receive an Individual Settlement Payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

III. Third Option: Object to the Settlement

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Settlement Class Member, will release the Settlement Class Member Released Claims for the Covered Period, and you will still receive an Individual Settlement Payment as described above.

You can object to the Settlement by submitting a written objection to the Court. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

To be valid, an objection must contain: (1) contain the case name of the Action (*Aimee Cordova v. BAE Systems, Inc., et al.*); (2) contain your full name, address, telephone number, and last four digits of your social security number; (3) be signed

by you or your attorney; (4) contain an explanation of your objection(s) to the Settlement; (5) indicate whether you are represented by counsel, and if represented by counsel, provide the name and address of said counsel; and (6) indicate whether you or your counsel intend to appear at the Final Approval Hearing.

To be timely, your objection must be postmarked and mailed to the Settlement Administrator at the address below on or before [Date], the Response Deadline. Objections postmarked after this date may be disregarded.

Aimee Cordova v. BAE Systems, Inc., et al.
c/o Phoenix Settlement Administrators
[INSERT ADDRESS]
[INSERT PHONE NUMBER]

Class Members who fail to submit a timely and valid objection shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement.

NEXT STEPS

I. The Court's Final Approval Hearing

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] .m. in the U.S. District Court, Southern District of California, Courtroom 4, 221 West Broadway, San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel's requested fee and costs award; Plaintiff's requested Class Representative's Payment; the PAGA Award, Settlement Administration Costs; and Individual Settlement Payments to Settlement Class Members.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date with Class Counsel if they or their counsel intend to appear at the Final Approval Hearing.

II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

Aimee Cordova v. BAE Systems, Inc., et al.
c/o Phoenix Settlement Administrators

[INSERT ADDRESS]

[INSERT PHONE NUMBER]

You may also contact Class Counsel with any questions at:

DENTE LAW, P.C. MATTHEW S. DENTE matt@dentelaw.com 5040 Shoreham Place San Diego, CA 92122 Telephone: 619.550.3475 Facsimile: 619.342.9668	MESERVY LAW, P.C. LONDON D. MESERVY london@meservylawpc.com 401 West A Street, Suite 1712 San Diego, CA 92101 Telephone: 858.779.1276 Facsimile: 866.231.8132
THE PENDERGAST LAW FIRM, PC RORY K. PENDERGAST (SB# 266765) 3019 Polk Avenue San Diego, CA 92104 Telephone: 1-619-344-8699 Facsimile: 1-619-344-8701 rory@rorylaw.com	

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
INQUIRE ABOUT THIS SETTLEMENT OR THE SETTLEMENT
PROCESS.**