

ADDENDUM TO STIPULATION OF SETTLEMENT

This Addendum to Stipulation of Settlement (“Addendum”) is made and entered into between Plaintiff Andres Payan (“Plaintiff”), individually and on behalf of all members of the Settlement Class and Defendant Aircraft Component Repair, Inc. (“Defendant”) (collectively the “Parties”) pursuant to Paragraph VII.I of the Stipulation of Settlement.

This Addendum incorporates by reference all terms and conditions of the Stipulation of Settlement executed by the Parties on or about January 18, 2022. But for those specific terms and conditions that this Addendum modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Stipulation of Settlement will be interpreted and construed in favor of this Addendum.

Paragraph II.Y. is hereby superseded and replaced by the following language:

“PAGA Release” means all PAGA Employees (including those who have opted out) will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*) as asserted in the First Amended Class and Representative Action Complaint (and as alleged in the letter to the Labor & Workforce Development Agency (“LWDA”) February 8, 2021) that arose during the PAGA Period based on the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due upon separation of employment; (f) failure to issue accurate, itemized wage statements based on the foregoing Labor Code violations, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1.

Paragraph II.FF. is hereby superseded and replaced by the following language:

“Released Claims” means any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief, which Plaintiff and Settlement Class Member had, or may claim to have, against any of the Released Parties, arising during the Class Period, that were pled or that could have been pled based on the factual allegations set forth in the First Amended Class and Representative Action Complaint, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; rest period violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties based on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1); and unfair competition based on the foregoing.

Paragraph IV.B.2. is hereby superseded and replaced by the following language:

The Parties each represent they do not have a financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that creates or could create a conflict of interest. Settlement Administration Costs are estimated not to exceed TWO THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$2,940.00) and are to be paid from the Gross Settlement Amount subject to approval by the Court.

Paragraph V.C.5. is hereby superseded and replaced by the following language:

The Settlement Administration Costs, as approved by the Court, in an amount estimated not to exceed TWO THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$2,940.00)

Paragraph V.H. is hereby superseded and replaced by the following language:

The Parties agree the Settlement Administration Costs shall be deducted from the Gross Settlement Amount, subject to approval by the Court. Settlement Administration Costs are estimated not to exceed TWO THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$2,940.00).

Paragraph V.J.1. is hereby superseded and replaced by the following language:

Upon the date on which the Defendant fully funds the Gross Settlement Amount, Plaintiff and Settlement Class Members will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims during the Class Period.

Paragraph V.J.2. is hereby superseded and replaced by the following language:

Upon the date on which the Defendant fully funds the Gross Settlement Amount, Plaintiff and Settlement Class Members will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims during the Class Period.

Paragraph V.J.4. is hereby superseded and replaced by the following language:

In addition, upon the date on which the Defendant fully funds the Gross Settlement Amount, Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from his employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost

wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the Effective Date.

Paragraph V.J.7. is hereby added and states the following:

The effective date of the releases identified herein shall be the date on which the Defendant fully funds the Gross Settlement Amount.

The attached **Exhibit A** (the Class Notice) hereby supersedes and replaces the Class Notice attached as Exhibit A to the Settlement Agreement.

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

Dated: Mar 21, 2022

Andres Payan
Andres Payan (Mar 21, 2022 12:59 PDT)

Andres Payan, Plaintiff

Dated: _____

Aircraft Component Repair, Inc.
Its: President and Chief Operating Officer

APPROVED AS TO FORM:

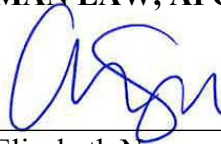
Dated: _____

JACKSON LEWIS, P.C.

By: _____
Chad D. Bernard
Attorneys for Defendant

Dated: March 21, 2022

LIDMAN LAW, APC

By: 
Elizabeth Nguyen
Attorneys for Plaintiff

Dated: March 21, 2022

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the Effective Date.

Paragraph V.J.7. is hereby added and states the following:

The effective date of the releases identified herein shall be the date on which the Defendant fully funds the Gross Settlement Amount.

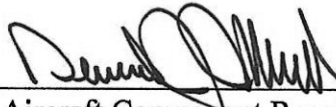
The attached **Exhibit A** (the Class Notice) hereby supersedes and replaces the Class Notice attached as Exhibit A to the Settlement Agreement.

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

Dated: _____

Andres Payan, Plaintiff

Dated: 21 MAR 2022


Aircraft Component Repair, Inc.
Its: President and Chief Operating Officer

APPROVED AS TO FORM:

Dated: _____

JACKSON LEWIS, P.C.

By: _____
Chad D. Bernard
Attorneys for Defendant

Dated: _____

LIDMAN LAW, APC

By: _____
Elizabeth Nguyen
Attorneys for Plaintiff

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff

wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the Effective Date.

Paragraph V.J.7. is hereby added and states the following:

The effective date of the releases identified herein shall be the date on which the Defendant fully funds the Gross Settlement Amount.

The attached **Exhibit A** (the Class Notice) hereby supersedes and replaces the Class Notice attached as Exhibit A to the Settlement Agreement.

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

Dated: _____

Andres Payan, Plaintiff

Dated: _____

Aircraft Component Repair, Inc.
Its: President and Chief Operating Officer

APPROVED AS TO FORM:

Dated: March 22, 2022

JACKSON LEWIS, P.C.

By: Chad D. Bernard
Chad D. Bernard
Attorneys for Defendant

Dated: _____

LIDMAN LAW, APC

By: _____
Elizabeth Nguyen
Attorneys for Plaintiff

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANDRES PAYAN,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC., a
California corporation; and Does 1 through 100,
inclusive,

Defendants.

Case No. 21STCV04846

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees who have worked for Aircraft Component Repair, Inc. who worked at any time in California between February 5, 2017 and [date court grants preliminary approval]. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") entitled *Andres Payan v. Aircraft Component Repair, Inc.*, Los Angeles Superior Court Case No. 21STCV04846 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed by Defendant as an hourly, non-exempt employee in California at some time between February 5, 2017 and [date court grants preliminary approval] (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Andres Payan ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees who worked for Defendant, in California at any time on or after February 5, 2017. Plaintiff Andres Payan is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Defendant failed to pay all minimum and overtime wages owed, failed to provide to Settlement Class members all required meal and rest periods, and failed to provide Settlement Class members with itemized wage statements in compliance with California law. The Lawsuit also alleges that Defendant failed to timely pay all wages owed to Settlement Class members upon their separation of employment from Defendant. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act.

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, and it expressly denies all liability.

The Court has not ruled that Defendant violated any laws or whether Plaintiff or any other person is entitled to damages or other relief. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in their best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant Aircraft Component Repair, Inc. JACKSON LEWIS, P.C. Chad D. Bernard chad.bernard@jacksonlewis.com Zoe E. Tremayne zoe.tremayne@jacksonlewis.com 725 South Figueroa Street, Suite 2500, Los Angeles, California 90017 Tel: (213) 689-0404 Fax: (213) 689-0430
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What are the terms of the Settlement?

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for Defendant in California at any time between February 5, 2017 and **[date of preliminary approval]**. Settlement Class

members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$209,100.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and Plaintiff’s Incentive Payment. Defendant’s share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Simpluris, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside an amount not to exceed \$2,940.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$69,700, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement administration. Class Counsel also will ask for reimbursement in an amount not to exceed \$15,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Plaintiff’s Incentive Payment. Class Counsel will ask the Court to award Plaintiff’s Incentive Payment in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$20,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$<< >>, to be shared among up to << >> estimated Settlement Class members. The NSA will be divided as follows:

- (i) The Net Settlement Amount will be divided by the total number of Workweeks worked by all of the Settlement Class Members to yield a “Class Weekly Rate.” Each Settlement Class Member’s respective number of Workweeks will be multiplied by the Class Weekly Rate, to yield his or her respective Individual Settlement Share

In addition, Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. All PAGA Employees shall receive a portion of the PAGA. “PAGA Employees” include all current and former non-exempt, hourly, employees of Defendant who worked in California (including those who submit a Request for Exclusion) at any time between February 5, 2020 and [the date the Court enters the order granting preliminary approval] (“PAGA Period”). The PAGA Settlement Amount will be divided by the total number of Workweeks worked by all of the PAGA Employees to yield a “PAGA Weekly Rate.” Each PAGA Employee’s respective number of

Workweeks will be multiplied by the PAGA Weekly Rate, to yield his or her respective Individual PAGA amount.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Each member of the Settlement Class who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will be transferred to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.

Payment by Defendant of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant with the Settlement Administrator within thirty (30) calendar days after the "Effective Date of Settlement". The "Effective Date of Settlement" shall mean the date when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant's Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class, and approving the Stipulation of Settlement; (5) 65 calendar days have passed since the Court has entered a final Order and Judgment certifying the Settlement Class, and approving the Stipulation of Settlement; and (6) in the event there are written objections filed prior to the final fairness hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed, five business days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release Defendant Aircraft Component Repair, Inc. and all of its officers, directors, shareholders, managers, agents, insurers, principals, heirs, representatives, successors, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys ("Released Parties") from any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief, which Plaintiff and Settlement Class Member that were pled or that could have

been pled based on the factual allegations set forth in the First Amended Class and Representative Action Complaint, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; rest period violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties based on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1); and unfair competition based on the foregoing.

Upon the date on which the Defendant fully funds the Gross Settlement Amount, all Settlement Class Members (who have not submitted a timely and valid Request for Exclusion) shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Claims.

PAGA Release. You cannot submit a Request for Exclusion from the PAGA Release. Upon the date on which the Defendant fully funds the Gross Settlement Amount, all PAGA Employees (including those who have opted out) will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698 et seq.) as asserted in the First Amended Class and Representative Action Complaint (as alleged in the letter to the Labor & Workforce Development Agency (“LWDA”) February 8, 2021) that arose during the PAGA Period based on the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due upon separation of employment; (f) failure to issue accurate, itemized wage statements based on the foregoing Labor Code violations, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1.

The effective date of the releases identified herein shall be the date on which the Defendant fully funds the Gross Settlement Amount.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I receive money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period. The information contained in Defendant’s records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Individual Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion from the Class Action Settlement” letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, your signature, and a statement indicating that you would like to be excluded from the Class Action Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between February 5, 2020 and [**CLOSE DATE OF THE CLASS PERIOD**].

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include The objection must: (a) contain the objecting Class Member’s full name, address, telephone number, last four digits of his or her Social Security number, and signature; (b) contain the words “Notice of Objection” or “Formal Objection”; (c) contain the case name and number of the Action; (d) a clear and concise statement, including factual and legal arguments, explaining his or her objection(s) to the Settlement; (e) contain a statement indicating whether or not the Class Member is represented by counsel and identifying any such legal counsel; (f) contain a statement indicating whether the Class Member intends to appear at the Final Approval Hearing to present his or her objection(s); (g) list any witnesses the objecting Class Member may call to testify at the Final Approval Hearing; and (h) be filed with the Court and submitted to the Settlement Administrator no later than the Response Deadline. Written objections must be postmarked on or before **<<RESPONSE DEADLINE>>**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department of the **Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012**. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**. All objections or other correspondence must state the name and number of the case (*Andres Payan v. Aircraft Component Repair, Inc.* Los Angeles County Superior Court, Case No. 21STCV04846).

Any Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court’s social distancing and mandatory face covering requirements, as well and other orders related to COVID-19. All such rules and orders can be located at the Court’s website: www.lacourt.org.

For more information on how to appear remotely, please visit the Court’s website at <http://www.lacourt.org/division/civil/CI0040.aspx> and <https://www.lacourt.org/lacc/>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department of the Los Angeles County

Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing and the final judgment will be posted on the Settlement Administrator's website (<http://.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, during regular court hours. Due to COVID-19, appointments are required for clerk's office services. Please visit the Court's website at http://www.lacourt.org/newsmedia/uploads/142020529162327NR_Clerks_Office_05_29_20-FINAL.pdf and <https://www.lacourt.org/> for information on how to make an appointment in the Clerk's Office. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

Andres Payan v. Aircraft Component Repair, Inc.,
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV04846

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Aircraft Component Repair, Inc.'s records ("Defendant"):

- (a) You were employed by Defendant and worked a total of [] workweeks between February 5, 2017 and [<<Preliminary Approval Order>>].
- (b) You were employed by Defendant and worked a total of [] workweeks February 5, 2020 and [<<Preliminary Approval Order>>].

Based on the above, your Individual Settlement Award is estimated to be \$ [].

(IV) If you disagree with items (a) – (b) in Section (III) above, please provide the following in the space below: (a) your full name, address, telephone number, last four digits of his or her Social Security number; (b) contain the case name and number of the Action; (c) contain a clear statement explaining why you dispute the number of Workweeks credited to you and what you contends is the correct number that should be credited to you; (d) any documentation that you have to support the dispute; (e) mail to the Settlement Administrator, postmarked on or before the Response Deadline; and (f) sign below.:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

Date: _____

Signature: _____

Print Name: _____

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>**