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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Lisa Pittmon and Joel MacKay, on
behalf of themselves and others
similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

CACI International, Inc. and CACI, Inc.
- Federal,

Defendants.

Case No. 2:21-cv-02044-DOC (SSCx)

**SETTLEMENT AGREEMENT AND
RELEASE**

This Settlement Agreement and Release ("Agreement") is made by and
between Plaintiffs Lisa Pittmon and Joel MacKay ("Plaintiffs") and Defendant CACI
Inc.-Federal ("Defendant" or "CACI"). This Agreement refers to Plaintiffs and
Defendant collectively as "Parties," or individually as "Party."

1. Definitions.

- 1.1. "Action" means the lawsuit alleging against Defendant captioned Lisa
Pittmon et al. v. CACI International, Inc. et al., Case No. 2:21-cv-02044-
DOC (SSCx), initiated on March 5, 2021, and pending in the District Court
for the Central District of California.
- 1.2. "Administrator" means the neutral entity the Parties agree to appoint to
administer the settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator
will be paid from the Gross Settlement Amount for its reasonable fees and
expenses for administering this settlement.
- 1.4. "Aggrieved Employee" means any background investigator who worked
for Defendant in California from March 29, 2020, through the date this
Agreement is executed.

- 1.5. "Aggrieved Employee Data" means Aggrieved-Employee-identifying information in CACI's possession, including the Aggrieved Employee's name, dates of employment, last-known mailing address, Social Security number, date of birth, dates of employment, and dates of unpaid leaves of absence. The Aggrieved Employee Data will include information current through when the Agreement is signed.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for Aggrieved Employee mailing addresses using reasonably available sources, methods, and means including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Court" means the District Court for the Central District of California.
- 1.8. "Defense Counsel" means A. Craig Cleland, Ryan H. Crosner, and Harry M. Rowland, III of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.9. "Effective Date" means the date by when both of the following have occurred: (i) the Court enters a Judgment on its order approving the settlement and (ii) the Judgment is final. Unless an appeal is filed, the Judgment is final 33 days after the Court enters Judgment.
- 1.10. "Gross Settlement Amount" means \$335,000, which is the total amount CACI agrees to pay under this Agreement. The Gross Settlement Amount will be used to pay the Named Plaintiff Payment, Gross PAGA Payment, Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.11. "Gross PAGA Payment" means \$161,250, plus any remainder from the Administration Expenses Payment, to be paid out of the Gross Settlement Amount.
- 1.12. "LWDA" means the California Labor & Workforce Development Agency.
- 1.13. "LWDA PAGA Payment" means 75% of the Gross PAGA Payment, paid

1 to the California Labor and Workforce Development Agency under Labor
2 Code section 2699, subd. (i).

3 1.14. "Individual PAGA Payment" means an Aggrieved Employee's pro rata
4 share of 25% of the Gross PAGA Payment calculated according to the
5 terms of this Agreement.

6 1.15. "Judgment" means the Judgment entered by the Court based upon
7 approval of this Agreement.

8 1.16. "Named Plaintiff Payment" means \$50,000, subject to any applicable
9 withholdings, to be paid out of the Gross Settlement Amount to Lisa
10 Pittmon and Joel MacKay. This payment includes a service payment,
11 consideration for a general release, and all alleged economic and non-
12 economic damages, alleged penalties (including PAGA penalties), interest,
13 and all other damages arising out of Lisa Pittmon and Joel MacKay's
14 employment with, and separation from, CACI.

15 1.17. "Plaintiffs' Counsel" means Daniel S. Brome and Michele R. Fisher of
16 Nichols Kaster, PLLP, the attorneys representing the Plaintiffs in the
17 Action.

18 1.18. "Plaintiffs' Counsel Fees Payment" means the amounts allocated to
19 Plaintiffs' Counsel for reasonable attorneys' fees incurred to prosecute the
20 Action.

21 1.19. "Plaintiffs' Counsel Litigation Expenses Payment" means the amounts
22 allocated to Plaintiffs' Counsel for reimbursement of litigation expenses
23 incurred to prosecute the Action.

24 1.20. "PAGA" means the Labor Code Private Attorneys General Act of 2004
25 (Labor Code §§ 2698, et seq.).

26 1.21. "PAGA Period" means the period from March 29, 2020, through the date
27 the Agreement is executed or through the date the period ends under
28 Paragraph 2.4.3.

1.22. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed by CACI. This does not include any pay period where the Aggrieved Employee was on an unpaid leave of absence for the entire pay period.

1.23. "PAGA Notice" means Plaintiffs' March 29, 2021 letter to the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "Released Parties" means CACI Inc.-Federal, as well as its employees, attorneys, partners, agents, assigns, insurers, parent companies including but not limited to CACI International Inc., subsidiaries, affiliates, and other related persons or entities, including their predecessors and successors, together with their respective officers, directors, members, managers, shareholders, partners (general and limited), board members, agents, owners, legal representatives, servants, and employees (current and former), and the assigns, heirs, privies, predecessors, successors, and insurers of each of the foregoing persons and entities in their individual, corporate, and official capacities.

2. Payments from the Gross Settlement Amount. Except as otherwise provided by Paragraph 8.3, CACI will issue the payments described below out of the Gross Settlement Amount no later than 21 days after the Effective Date.

2.1. To Plaintiffs' Counsel: CACI will pay Plaintiffs' Counsel Fees Payment of not more than 25% of the Gross Settlement Amount which is \$83,750 and Plaintiffs' Counsel Litigation Expenses Payment of not more than \$30,000 and issue one or more IRS 1099 Forms.

2.2. To Plaintiff Lisa Pittmon: CACI will pay: (i) a service payment of not more than \$500 not subject to withholding and issue an IRS Form 1099; (ii) a payment of \$12,250 subject to withholding, which represents Pittmon's allegedly unpaid wages, and issue an IRS Form W-2; and (iii) a payment of \$12,250 not subject to withholding, which represents liquidated damages,

1 interest, and consideration for executing a general release, and issue an IRS
2 Form 1099. Pittmon assumes full responsibility and liability for taxes owed
3 on the payments reported on Form 1099, if any, and for the employee's
4 share of taxes owed on the W-2 payments. CACI will be separately
5 responsible for the employer's share of taxes owed on the W-2 payments.

6 2.3. To Plaintiff Joel MacKay: CACI will pay: (i) a service payment of not
7 more than \$500 not subject to withholding and issue an IRS Form 1099;
8 (ii) a payment of \$12,250 subject to withholding, which represents
9 MacKay's allegedly unpaid wages, and issue an IRS Form W-2; and (iii) a
10 payment of \$12,250 not subject to withholding, which represents liquidated
11 damages, interest, and consideration for executing a general release, and
12 issue an IRS Form 1099. MacKay assumes full responsibility and liability
13 for taxes owed on the payments reported on Form 1099, if any, and for the
14 employee's share of taxes owed on the W-2 payments. CACI will be
15 separately responsible for the employer's share of taxes owed on the W-2
16 payments.

17 2.4. To the Administrator: CACI will pay the Gross PAGA Payment and the
18 Administration Expenses Payment. If the Administration Expenses
19 Payment exceeds \$10,000, CACI will pay the excess amount, which will be
20 in addition to the Gross Settlement Amount. To the extent the
21 Administration Expenses Payment is less than \$10,000, the remainder will
22 be added to the Gross PAGA Payment.

23 2.4.1. To the LWDA: The Administrator will pay 75% of the Gross PAGA
24 Payment as the LWDA PAGA Payment.

25 2.4.2. To the Aggrieved Employees: The Administrator will pay 25% of the
26 Gross PAGA Payment as Individual PAGA Payments. The Administrator
27 will calculate each Individual PAGA Payment by (a) dividing the amount
28 of the Aggrieved Employees' 25% share of the Gross PAGA Payment by

1 the total number of PAGA Period Pay Periods worked by all Aggrieved
2 Employees during the PAGA Period and (b) multiplying the result by the
3 number of each Aggrieved Employee's PAGA Period Pay Periods. The
4 Administrator will report the Individual PAGA Payments on IRS 1099
5 Forms. Aggrieved Employees assume full responsibility and liability for
6 any taxes owed on their Individual PAGA Payments.

7 2.4.3. Estimated Aggrieved Employee Pay Periods: Based on a review of its
8 records, CACI estimates there are 309 Aggrieved Employees who worked
9 a total of 13,841 PAGA Pay Periods. If the Aggrieved Employee Data
10 shows that the number of Aggrieved Employees or the number of PAGA
11 Pay Periods does not exceed those amounts by 10% (*i.e.*, more than 340
12 Aggrieved Employees or more than 15,225 PAGA Pay Periods), then the
13 PAGA Period ends on the date the Agreement is executed. If the
14 Aggrieved Employee Data shows that either the number of Aggrieved
15 Employees or the number of PAGA Pay Periods exceeds those amounts
16 by 10% or more, then the PAGA Period will end the day before there are
17 more than 340 Aggrieved employees or more than 15,225 PAGA Pay
18 Periods.

19 **3. Release of Claims by Lisa Pittmon and Joel MacKay.** Lisa Pittmon and Joel
20 MacKay release and waive all claims against all Released Parties as follows:

21 3.1. In consideration of the Named Plaintiff Payment, together with other good
22 and valuable consideration, the receipt and sufficiency of which are
23 acknowledged, Lisa Pittmon and Joel MacKay, together and with each of
24 their agents, representatives, attorneys, designees, successors in interest,
25 heirs, executors, administrators, and assigns, hereby knowingly,
26 voluntarily, fully, finally, and completely RELEASES, WAIVES, AND
27 FOREVER DISCHARGES, to the maximum extent permitted by law, all
28 Released Parties (as defined in Paragraph 1.24) from all claims, disputes,

1 grievances, demands, causes of action, liabilities, injuries, and damages
2 that accrued to Lisa Pittmon or Joel MacKay, of whatever kind, character,
3 or nature, known or unknown, arising from, relating to, or connected with
4 acts or omissions occurring at any time prior to and including the date(s)
5 Pittmon and MacKay each execute this Agreement. This general release
6 includes without limitation all claims or damages that in any way arise
7 from, relate to, or are in any way connected with the allegations in the
8 Action, regardless of whether or not these (i) are presently known or
9 unknown, (ii) have been specifically referenced, claimed, asserted, or made
10 by either of the Parties, or (iii) are statutory, contractual, or common law in
11 nature or basis.

12 3.2. Without limiting Paragraph 3.1, Lisa Pittmon and Joel MacKay, on behalf
13 of her and himself, their descendants, dependents, heirs, executors,
14 administrators, assigns, and successors, fully, finally and forever release
15 the Released Parties from any and all claims, charges, demands, suits,
16 rights or causes of action, at law or equity or otherwise that accrued to Lisa
17 Pittmon or Joel MacKay, including but not limited to, claims, charges,
18 demands, suits, causes or rights of action arising from or during their
19 employment with or separation from CACI, including but not limited to
20 any and all claims under Title VII of the Civil Rights Act of 1964, as
21 amended, the National Labor Relations Act, as amended, the Civil Rights
22 Act of 1866 and 1991, as amended, Sections 1981 through 1988 of Title 42
23 of the United States Code, as amended, the Employee Retirement Income
24 Security Act of 1974, as amended, the Immigration Reform Control Act, as
25 amended, the Occupational Safety and Health Act, as amended, the
26 Americans with Disabilities Act of 1990, as amended by the Americans
27 with Disabilities Act Amendments Act of 2008, the Fair Labor Standards
28 Act, as amended, the Sarbanes-Oxley Act, the Family and Medical Leave

1 Act of 1993, as amended, the Equal Pay Act, the Worker Adjustment and
2 Retraining Notification Act, the Consolidated Omnibus Budget
3 Reconciliation Act, as amended, any claim under California common law
4 or California statutory law, including but not limited to the California Fair
5 Employment and Housing Act, California Labor Code (except for the
6 provisions relating to Workers' Compensation), and any other United
7 States federal, state, local, or foreign, civil rights, human rights, bias, wage-
8 hour, pension, or other law, regulation or executive order, or claims for any
9 other type of discrimination, defamation, whistleblower activities,
10 additional compensation or fringe benefits, breach of contract, violation of
11 public policy, wrongful, retaliatory or constructive discharge, and any and
12 all rights to or claims for continued employment, attorneys' fees or
13 damages (including contract, compensatory, punitive or liquidated
14 damages), or equitable relief, which they may ever have had or has now,
15 whether known or unknown.

16 3.3. By signing this Agreement, it is Lisa Pittmon and Joel MacKay's intent to
17 waive and release all claims and potential claims against the Released
18 Parties that can be waived and released under law. They agree to release
19 and discharge the Released Parties not only from any and all claims that
20 they could make on their own behalf, but also specifically waive any right
21 to become, and promise not to become, a named plaintiff or member of any
22 class or collective action or any aggregate proceeding or case in which a
23 claim or claims against the Released Parties may arise, in whole or in part,
24 from any event that occurred prior to their execution of this Agreement,
25 subject to the "No Interference with Rights" section below. If either is not
26 permitted to opt-out of a future class, then they agree to waive any recovery
27 they would be eligible as a member of such class, subject to Paragraph 3.6
28 below. Pittmon and MacKay understand the release of claims contained in

1 this Agreement does not release rights to benefits that they may have under
2 the laws governing COBRA, unemployment benefits, disability insurance,
3 and workers' compensation benefits. They further understand that nothing
4 in this Agreement prohibits them from asserting rights to any vested
5 benefits to which they may be entitled pursuant to the terms of applicable
6 plans or law.

7 3.4. Other than the Action, Lisa Pittmon and Joel MacKay each specifically
8 represents, warrants, and confirms that they have no claims, complaints or
9 actions of any kind filed against CACI with any court of law, or local, state
10 or federal government, or agency. They also acknowledge and warrant that
11 neither has a pending workers' compensation claim nor intends to file any
12 claim for workers' compensation benefits related to their employment with
13 CACI.

14 3.5. Lisa Pittmon and Joel MacKay also release all claims they might have for
15 attorneys' fees and costs arising from bringing and prosecuting the Action
16 in exchange for the consideration provided for herein.

17 3.6. No Interference with Rights: Nothing in this Agreement will be construed
18 to limit Pittmon or MacKay's ability to file a charge or complaint with any
19 federal, state, or local government agency or commission ("Government
20 Agency"). This Agreement does not limit Pittmon or MacKay's ability to
21 communicate with any Government Agencies or otherwise participate in
22 any investigation or proceeding, including providing documents or other
23 information, without notice to CACI. Pittmon and MacKay waive any right
24 to a monetary award related to any information provided to any
25 Government Agency.

26 **4. Plaintiffs' Civil Code of the State of California 1542 Release.**

27 4.1. Lisa Pittmon and Joel MacKay expressly waive all rights under § 1542 of
28 the Civil Code of the State of California, which reads as follows: "A

1 general release does not extend to claims that the creditor or releasing
2 party does not know or suspect to exist in his or her favor at the time
3 of executing the release and that, if known by him or her, would have
4 materially affected his or her settlement with the debtor or released
5 party.”

6 4.2. Notwithstanding the provisions of § 1542, and for the purpose of
7 implementing a full and complete release and discharge of all claims, Lisa
8 Pittmon and Joel MacKay expressly acknowledge that this Agreement is
9 intended to include and does include in its effect, without limitation, all
10 claims which they do not know or suspect to exist in their favor at the time
11 they signed this Agreement and that this Agreement contemplates the
12 extinguishment of all such claims.

13 **5. Release of PAGA Claims.** Plaintiffs and Aggrieved Employees release and
14 waive all PAGA claims against all Released Parties as follows:

15 5.1. Release. Plaintiffs and Aggrieved Employees will be deemed to have fully,
16 finally, and forever settled and released all representative PAGA claims
17 that were alleged in the PAGA Notice and in the operative Complaint in
18 the Action for the PAGA Period, including but not limited to the following
19 claims for civil penalties under PAGA for: (a) failure to pay all wages
20 owed; (b) failure to authorize and permit meal periods; (c) failure to
21 authorize and permit rest periods; (d) failure to furnish accurate itemized
22 wage statements; (e) failure to maintain accurate, itemized payroll records;
23 (f) failure to pay all wages earned and unpaid at separation; (g) failure to
24 pay wages timely during employment; or (h) violations of California Labor
25 Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, and
26 2802. This release is expressly limited to claims for PAGA penalties.

27 **6. Motion for Approval of Settlement.**

28 6.1. Responsibilities of Counsel. Plaintiffs’ Counsel will prepare and deliver to

1 Defense Counsel all documents necessary for obtaining approval of this
2 Agreement, including: (i) a motion to approve the settlement; (ii) all
3 supporting documents and exhibits to accompany the motion for approval;
4 and (iii) a proposed order granting approval of the settlement and
5 dismissing the Action with prejudice. Plaintiffs' Counsel and Defense
6 Counsel are jointly responsible for expeditiously finalizing and filing the
7 motion for approval of this settlement and, if necessary, obtaining a prompt
8 hearing date for the motion and appearing in Court to advocate in favor of
9 the motion. Plaintiffs' Counsel is responsible for delivering the Court's
10 order approving the settlement to the Administrator.

11 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed
12 application or motion for approval of this settlement or the supporting
13 declarations and documents, Plaintiffs' Counsel and Defense Counsel will
14 expeditiously work together on behalf of the Parties by meeting in person
15 or by telephone, and in good faith, to resolve the disagreement. If the Court
16 does not grant the motion for approval of this settlement or conditions its
17 approval on any material change to this Agreement, Plaintiffs' Counsel and
18 Defense Counsel will work together on behalf of the Parties by meeting in
19 person or by telephone, and in good faith, to modify the Agreement and
20 otherwise satisfy the Court's concerns. If the Parties are unable to resolve
21 any issues related to the settlement approval process, they agree to engage
22 the service of Hon. Carla Woehrle, or another mediator if Judge Woehrle is
23 unavailable, to mediate the disagreement, with each Party to bear their own
24 costs.

25 7. Settlement Administration.

26 7.1. Selection of Administrator. The Parties will jointly select the Administrator
27 and verify that, as a condition of appointment, the Administrator agrees to
28 be bound by this Agreement and to perform, as a fiduciary, all duties

1 specified in this Agreement in exchange for payment of the Administration
2 Expenses Payment. The Parties and their Counsel represent that they will
3 have no interest or relationship, financial or otherwise, with the
4 Administrator other than a professional relationship arising out of prior
5 experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator will have and use its
7 own Employer Identification Number for purposes of providing reports to
8 state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator will establish a settlement
10 fund that meets the requirements of a Qualified Settlement Fund ("QSF")
11 under US Treasury Regulation section 468B-1.

12 7.4. Administrator Duties. The Administrator has a duty to perform or observe
13 all tasks to be performed or observed by the Administrator contained in this
14 Agreement or otherwise.

15 7.5. Aggrieved Employee Data for Individual PAGA Payments. Within 14 days
16 of the Execution of the Agreement, CACI will deliver the Aggrieved
17 Employee Data to Plaintiffs' Counsel and the Administrator in the form of
18 a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy
19 rights, the Administrator must maintain the Aggrieved Employee Data in
20 confidence, use the Aggrieved Employee Data only for purposes of this
21 settlement and for no other purpose. The Parties and their counsel will use
22 best efforts, in good faith, to cooperate in resolving any issues related to
23 Aggrieved Employee Data.

24 7.6. Timing of Individual PAGA Payments from the Gross Settlement Amount.
25 After receipt of the Gross PAGA Payment and Administration Expenses
26 Payment, the Administrator will promptly mail checks for the LWDA
27 PAGA Payment and all Individual PAGA Payments.

28 7.6.1. The Administrator will issue checks for the Individual PAGA Payments

1 and send them to the Aggrieved Employees via First Class U.S. Mail,
2 postage prepaid. Each check will prominently state the date when the
3 check will be voided, which will be 90 days after the date of issuance.
4 The Administrator will cancel all checks not cashed by the void date.
5 Before mailing any checks, the Administrator will perform an
6 Aggrieved Employee Address Search for each Aggrieved Employee.

7 7.6.2. Within seven (7) days of receiving a returned check the Administrator
8 must re-mail the check to the forwarding address provided or, if no
9 forwarding address is provided, to an address ascertained through
10 another Aggrieved Employee Address Search. If a check is returned a
11 second time, the Administrator need not take further steps to deliver it
12 to the Aggrieved Employee. The Administrator will promptly send a
13 replacement check to any Aggrieved Employee whose original check
14 was lost or misplaced, if a replacement is requested by the Aggrieved
15 Employee prior to the void date.

16 7.6.3. For any Aggrieved Employee whose Individual PAGA Payment check
17 is uncashed and cancelled after the void date, the Administrator will
18 transmit the funds represented by such checks to Legal Aid at Work as a
19 *cy pres* recipient, subject to Court approval.

20 7.6.4. The payment of Individual PAGA Payments will not obligate CACI to
21 confer any additional benefits or make any additional payments to the
22 Aggrieved Employees (such as 401(k) contributions, Service Contract
23 Act benefits, or bonuses) beyond those specified in this Agreement.

24 **8. Additional Provisions.**

25 **8.1. No Admission of Liability or Representative Treatment for Other Purposes.**

26 This Agreement represents a compromise and settlement of highly disputed
27 claims. Nothing in this Agreement is intended or should be construed as an
28 admission by CACI or any Released Parties that any of the allegations in

1 the operative Complaint have merit or that CACI has any liability for any
2 claims asserted; nor should it be intended or construed as an admission by
3 Plaintiffs that CACI's defenses in the Action have merit. The Parties agree
4 that representative treatment is for purposes of this settlement only. If, for
5 any reason the Court does not approve this settlement and the Parties are
6 unable to resolve the Court's concerns, CACI reserves all available
7 defenses to the claims in the Action as well as all defenses and objections
8 to representative treatment, and Plaintiffs reserve the right to contest
9 CACI's defenses. The settlement, this Agreement, and the Parties'
10 willingness to settle the Action will have no bearing on, and will not be
11 admissible in connection with, any litigation (except for proceedings to
12 enforce or effectuate the settlement and this Agreement).

13 8.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
14 Judgment, the Court will retain jurisdiction over the Parties, the Action,
15 and the settlement solely for purposes of (i) enforcing this Agreement
16 and/or Judgment, (ii) addressing settlement administration matters, and (iii)
17 addressing such post-Judgment matters as are permitted by law.

18 8.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the
19 terms and conditions of this Agreement, the Parties and their respective
20 counsel waive all rights to appeal from the Judgment, including all rights to
21 post-Judgment and appellate proceedings, the right to file motions to vacate
22 the Judgment, motions for new trial, extraordinary writs, and appeals. The
23 waiver of appeal does not include any waiver of the right to oppose such
24 motions, writs or appeals. If the Judgment is appealed, the Parties'
25 remaining obligations to perform under this Agreement will be suspended
26 until such time as all appeals are finally resolved, the settlement is upheld,
27 and the Judgment becomes final.

28 8.4. Integrated Agreement. Upon execution by all Parties and their counsel, this

1 Agreement constitutes the entire agreement between the Parties relating to
2 the settlement, superseding any and all oral representations, warranties,
3 covenants, inducements, and any and all prior written agreements,
4 including the settlement term sheet.

5 8.5. Attorney Authorization. Plaintiffs' Counsel and Defense Counsel
6 separately warrant and represent that they are authorized by Plaintiffs and
7 CACI, respectively, to take all appropriate action required or permitted
8 pursuant to this Agreement to effectuate its terms, and to execute any other
9 documents reasonably required to effectuate the terms of this Agreement,
10 including any amendments to this Agreement.

11 8.6. Cooperation. The Parties and their counsel will cooperate with each other
12 and use their best efforts, in good faith, to implement the settlement by,
13 among other things, modifying the Agreement, submitting supplemental
14 evidence, and supplementing points and authorities as requested by the
15 Court. In the event the Parties are unable to agree upon the form or content
16 of any document necessary to implement the settlement, or on any
17 modification of this Agreement that may become necessary to implement
18 the settlement, the Parties will seek the assistance of Hon. Carla Woehrle or
19 another mediator or the Court for resolution.

20 8.7. No Prior Assignments. The Parties separately represent and warrant that
21 they have not directly or indirectly assigned, transferred, encumbered, or
22 purported to assign, transfer, or encumber to any person or entity any
23 portion of any liability, claim, demand, action, cause of action, or right
24 released and discharged in this Agreement.

25 8.8. No Tax Advice. Neither Plaintiffs, Plaintiffs' Counsel, CACI, nor Defense
26 Counsel are providing any advice regarding taxes or taxability, nor will
27 anything in this Agreement be relied upon as such within the meaning of
28 United States Treasury Department Circular 230 (31 CFR Part 10, as

1 amended) or otherwise.

2 8.9. Modification of Agreement. This Agreement, and all parts of it, may be
3 amended, modified, changed, or waived only by an express written
4 instrument signed by all Parties or their representatives and approved by
5 the Court.

6 8.10. Agreement Binding on Successors. This Agreement will be binding upon,
7 and inure to the benefit of, the successors of the Parties.

8 8.11. Applicable Law. All terms and conditions of this Agreement and its
9 exhibits will be governed by and interpreted according to the internal laws
10 of the State of California, without regard to conflict-of-law principles.

11 8.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
12 preparation of this Agreement. This Agreement will not be construed
13 against any Party on the basis that the Party was the drafter or participated
14 in the drafting.

15 8.13. Confidentiality. To the extent permitted by law, all agreements made and
16 orders entered during Action and in this Agreement relating to the
17 confidentiality of information will survive the execution of this Agreement.

18 8.14. Use and Return of Aggrieved Employee Data. Information provided to
19 Plaintiffs' Counsel pursuant to FRE 408 may be used only with respect to
20 this settlement and for no other purpose. All copies and summaries of the
21 data provided to Plaintiffs' Counsel by CACI in connection with the Action
22 will be treated as confidential under the protective orders in this Action and
23 may not be used in any way that violates the protective orders in this
24 Action, any existing contractual agreement, statute, or rule of court. Not
25 later than 90 days after the Administrator discharges its obligation to pay
26 out of all settlement funds, Plaintiff will destroy all paper and electronic
27 versions of Aggrieved Employee Data received from CACI unless, prior to
28 the Administrator's payment of all settlement funds, CACI makes a written

request to Plaintiffs' Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

8.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

8.16. Calendar Days. All reference to "days" in this Agreement will be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline will be on the first business day thereafter.

8.17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email, addressed as follows:

To Plaintiffs:

Daniel S. Brome
NICHOLS KASTER, LLP
dbrome@nka.com

To CACI:

A. Craig Cleland
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
craig.cleland@ogletree.com

8.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email, which for purposes of this Agreement will be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

8.19. Stay of Litigation. The Parties agree that upon the execution of this

1 Agreement the litigation will be stayed, except to effectuate the terms of
2 this Agreement, and that they will request that such a stay be issued by the
3 Court.

4 **SIGNATURES**

5
6 *Lisa C Pittmon*

7 Dated: 09/16/2024

8 Lisa Pittmon

9 Plaintiff

10
11 Dated: _____

12 Joel MacKay

13 Plaintiff

14
15 Dated: 16 SEPT 2024

16 *Joel MacKay*
17 J. William Koegel, Jr.

18 EVP, General Counsel

19 CACI, Inc.-Federal

20 APPROVED AS TO FORM:

21
22 Dated: _____

23 Daniel S. Brome

24 NICHOLS KASTER, LLP

25
26 Dated: _____

27 A. Craig Cleland

28 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

1 Agreement the litigation will be stayed, except to effectuate the terms of
2 this Agreement, and that they will request that such a stay be issued by the
3 Court.

4 **SIGNATURES**

5
6
7
8 Lisa Pittmon

9 Plaintiff

10 

Dated: _____

11
12 Joel MacKay

13 Plaintiff

14 

15 J. William Koegel, Jr.

16 EVP, General Counsel

17 CACI, Inc.-Federal

18 Dated: 09/15/2024

19 Dated: 16 SEPT. 2024

20 APPROVED AS TO FORM:

21
22
23 Daniel S. Brome

24 NICHOLS KASTER, LLP

25
26
27 A. Craig Cleland

28 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: _____

Dated: _____

1 Agreement the litigation will be stayed, except to effectuate the terms of
2 this Agreement, and that they will request that such a stay be issued by the
3 Court.

4 **SIGNATURES**

5
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7 _____ Dated: _____
8 Lisa Pittmon
9 Plaintiff
10

11 _____ Dated: _____
12 Joel MacKay
13 Plaintiff
14

15  Dated: 16 SEPT 2024
16 J. William Koegel, Jr.
17 EVP, General Counsel
18 CACI, Inc.-Federal
19

20 APPROVED AS TO FORM:

21 
22 _____ Dated: 09/13/2024
23 Daniel S. Brome
24 NICHOLS KASTER, LLP
25

26  Dated: 09/16/2024
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28 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.