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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

WILLIAM WIGHTMAN, on behalf of
himself and for all other current and
former aggrieved employees,

Plaintiffs,

v.

COBHAM ADVANCED ELECTRONIC
SOLUTIONS INC.; and DOES 1 - 100,
inclusive,

Defendants.

CASE NO. 21-cv-1784-TWR-DEB

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Dept.: Courtroom 3A- 3rd Floor
Judge: Honorable Todd W. Robinson
Magistrate Judge: Daniel E. Butcher

1 IT IS HEREBY STIPULATED, by and between WILLIAM WIGHTMAN
2 (“Plaintiff”) individually and on behalf of all others similarly situated, on the one
3 hand, and CAES SYSTEMS LLC, as successor to COBHAM ADVANCED
4 ELECTRONIC SOLUTIONS INC.¹ (“Defendants”) on the other hand, and subject
5 to the approval of the Court, that the claims alleged in the Action are hereby
6 compromised and settled pursuant to the terms and conditions set forth in this
7 Stipulation of Class and Representative Action Settlement (“Stipulation”) and that
8 the Court shall make and enter judgment, subject to the continuing jurisdiction of
9 the Court as set forth below, and subject to the definitions, recitals, and terms set
10 forth herein which by this reference become an integral part of this Stipulation.

11 DEFINITIONS

12 1. “Action” means the putative class and representative action entitled
13 *William Wightman et al. v. Cobham Advanced Electronic Solutions, Inc., et al.*,
14 U.S. District Court Case No. 21-CV-1784-TWR-DEB.

15 2. “Aggrieved Employees” means all individuals who worked for
16 Defendants in California as a non-exempt, hourly-paid employee at any time during
17 the period from September 3, 2020 through the date of preliminary approval.

18 3. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for
19 Class Counsel’s litigation and resolution of this Action (not to exceed one-third of
20 the Maximum Settlement Amount), and Class Counsel’s expenses and costs
21 reasonably incurred in connection with this Action.

22 4. “Class Counsel” means Alan S. Lazar and Cody R. Kennedy of
23 MARLIN & SALTZMAN, LLP.

24
25 _____
26 ¹ Pursuant to an internal reorganization that occurred on or about January 1, 2023,
27 all employees of Defendant Cobham Advanced Electronic Solutions Inc. located at
28 the San Jose and San Diego facilities were transferred by such Defendant to CAES
Systems LLC and all liabilities associated with the Action were assumed from such
Defendant by CAES Systems LLC.

1 5. “Class Information” means information regarding Class Members and
2 Aggrieved Employees that Defendants shall in good faith compile from their
3 records and shall be authorized by the Court to transmit in a secured manner to the
4 Settlement Administrator. Class Information shall be transmitted in electronic form
5 and shall include each Class Member and Aggrieved Employee’s full name; last
6 known address; Social Security number; and total number of Compensable
7 Workweeks.

8 6. “Class Members” means all individuals who worked for Defendants in
9 California as a non-exempt, hourly paid employee at any time during the period
10 from September 3, 2017 through the date of preliminary approval.

11 7. “Class Notice” means the Notice of Class and Representative Action
12 Settlement, substantially in the form attached hereto as **Exhibit 1**, which shall be
13 subject to Court approval and which the Settlement Administrator shall mail to each
14 Class Member explaining the terms of this Stipulation and the Settlement.

15 8. “Class Period” means the period from September 3, 2017 through the
16 date of preliminary approval.

17 9. “Class Representative Service Award” means the amounts the Court
18 authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement
19 Payment, in recognition of Plaintiff’s efforts and risks in prosecuting the Action.

20 10. “Compensable Workweeks” means the total number of weeks during
21 which a Class Member or Aggrieved Employee performed work during the Class
22 Period and/or PAGA Period.

23 11. “Defendants” means Cobham Advanced Electronic Solutions, Inc. and
24 CAES Systems LLC.

25 12. “Defense Counsel” means Jon Yonemitsu, Noah J. Woods, and Heidi
26 E. Hegewald of Littler Mendelson, P.C.

27 13. “Effective Date” means the date this settlement is approved as
28 provided herein and the Court’s order granting approval and entry of Final

1 Judgment becomes final and is no longer appealable. For purposes of this
2 Settlement, “becomes final and is no longer appealable,” shall mean upon the later
3 of: (i) the day after the last date by which a notice of appeal to the applicable Court
4 of Appeal of the order and judgment approving this settlement may be timely filed
5 and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by
6 ruling, dismissal, denial or otherwise, the day after the last date for filing a request
7 for further review of the order and judgment approving this settlement passes, and
8 no further review is requested; or (iii) if an appeal is filed and there is a final
9 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and
10 further review of the order and judgment approving this settlement is requested, the
11 day after the review is finally dismissed or denied with prejudice and/or no further
12 review of the judgment or order can be requested.

13 14. “Employer’s Share of Payroll Taxes” means Defendants’ portion of
14 payroll taxes, including, but not limited to FICA and FUTA, on the portion of the
15 Individual Settlement Payments that constitutes wages. The Employer’s Share of
16 Payroll Taxes shall be submitted by Defendants to the Settlement Administrator in
17 addition to the Maximum Settlement Amount.

18 15. “Final Approval Hearing” means the hearing to be conducted by the
19 Court after the filing of an appropriate motion by Plaintiff and following
20 appropriate notice to Class Members giving Class Members an opportunity to
21 request exclusion from the class and Settlement and to object to the Settlement, at
22 which time Plaintiff shall request that the Court finally approve the Settlement,
23 enter the Judgment, and take other appropriate action.

24 16. “Individual Settlement Payment” means the amount payable from the
25 Net Settlement Amount to each Settlement Class Member and Aggrieved
26 Employee.

27 17. “Information Sheet” means the form that shall be prepared by the
28 Settlement Administrator and sent to each Class Member that sets forth the total

1 number of Compensable Workweeks and the estimated Individual Settlement
2 Payment for the Class Member.

3 18. "Judgment" means the judgment to be entered by the Court upon
4 granting final approval of the Settlement and this Stipulation as binding upon the
5 Defendants and Settlement Class Members and Aggrieved Employees.

6 19. "LWDA" means the California Labor and Workforce Development
7 Agency.

8 20. "Maximum Settlement Amount" means the maximum amount
9 Defendants shall have to pay in connection with this Settlement, by way of a
10 common fund, which shall be inclusive (without limitation) of all Individual
11 Settlement Payments to Settlement Class Members and/or Aggrieved Employees,
12 the Attorneys' Fees and Expenses, the Class Representative Service Award,
13 Settlement Administration Costs, and the PAGA Payment. The Maximum
14 Settlement Amount shall exclude the Employer's Share of Payroll Taxes. The
15 Maximum Settlement Amount that Defendants shall be required to pay is Four
16 Million Dollars and Zero Cents (\$4,000,000.00).

17 21. "Net Settlement Amount" means the Maximum Settlement Amount,
18 less the Attorneys' Fees and Expenses, the Class Representative Service Award,
19 Settlement Administration Costs, and the PAGA Payment.

20 22. "Notice of Objection" means a Class Member's written objection to
21 the Settlement.

22 23. "Notice Packet" means the packet of documents which shall be mailed
23 to all Class Members by the Settlement Administrator, including the Class Notice
24 and Information Sheet.

25 24. "PAGA" means the Labor Code Private Attorneys General Act of
26 2004, California Labor Code sections 2698, *et seq.*

27 25. "PAGA Payment" means the amount payable from the Maximum
28 Settlement Amount to resolve the PAGA claim alleged in the Action, of which

seventy-five percent (75%) shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees. The PAGA Payment shall be One Hundred Fifty Thousand Dollars (\$150,000.00).

26. "PAGA Period" means the period from September 3, 2020 through the date of preliminary approval.

27. "Parties" means Plaintiff and CAES Systems LLC (as successor to Cobham Advanced Electronic Solutions Inc. on the Action).

28. "Plaintiff" means plaintiff William Wightman.

29. "Preliminary Approval Order" means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this Stipulation, among other things.

30. "Released Parties" means Defendants and all of their past and present insurers, parents, subsidiaries, affiliated companies, partners, shareholders, trustees, directors, board of managers, officers, agents, managers, employees, agents, principals, representatives, accountants, auditors, consultants, and attorneys and their respective successors and predecessors in interest.

31. "Request for Exclusion" means a written request by a Class Member to opt out of, or exclude oneself from, the Settlement.

32. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class Members may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of Compensable Workweeks stated on their respective Information Sheet.

33. "Settlement" means the final and complete disposition of the Action pursuant to this Stipulation.

34. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Settlement Class Members and/or Aggrieved Employees and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing: Individual Settlement Payments, the Class Representative Service Award, the Attorneys’ Fees and Expenses, and the PAGA Payment to the LWDA; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

35. “Settlement Administrator” means Phoenix Class Action Administration Services.

36. “Settlement Class Members” means Plaintiff and all other Class Members who do not submit a valid and timely Request for Exclusion.

RECITALS

37. Procedural History. On September 3, 2021, Plaintiff filed a lawsuit against Defendant Cobham Advanced Electronic Solutions, Inc. in San Diego Superior Court, alleging the following class claims: (1) failure to pay wages including overtime as required by Labor Code §§ 510, 558, 1194 and 1198; (2) failure to provide meal periods as required by Labor Code §§ 226.7, 512, and IWC Wage Orders; (3) failure to provide rest periods as required by Labor Code §§ 226.7, 512 and IWC Wage Orders; (6) violations of PAGA and request for PAGA penalties; and (7) violation of Business & Professions Code § 17200, *et seq.*

1 Defendants removed the lawsuit to the United States District Court, Central District
2 of California on July 31, 2019.

3 38. On October 18, 2021, Cobham Advanced Electronic Solutions, Inc.
4 removed the lawsuit to the United States District Court, Southern District of
5 California and on July 8, 2022, Plaintiff filed a First Amended Complaint for the
6 purpose of clarifying that Plaintiff was bringing both class and PAGA
7 representative claims.

8 39. Thereafter the Defendants and Plaintiff engaged in formal discovery
9 including interrogatories and request for production of documents between the
10 parties. The Defendants and Plaintiff also entered into a protective order.
11 Thereafter, thousands of pages of documents and thousands of lines of data relating
12 to the Class Members daily time activities were produced.

13 40. On January 11, 2023, the Parties participated in a private mediation
14 session with mediator Steven G. Pearl. The matter did not resolve at mediation.
15 Thereafter, on August 22, 2023, the parties attended a Mandatory Settlement
16 Conference (“MSC”) with U.S. Magistrate Judge Daniel E. Butcher. At the
17 conclusion of the MSC, Judge Butcher made a mediator’s proposal, which both
18 parties ultimately accepted on September 13, 2023.

19 41. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff
20 and Class Counsel recognize the expense and length of continued proceedings
21 necessary to litigate Plaintiff’s claims in the Action through trial and through any
22 possible appeals. Plaintiff also has considered the uncertainty and risks of the
23 outcome of further litigation, and the difficulties and delays inherent in such
24 litigation. Plaintiff and Class Counsel are also aware of the burdens of proof
25 necessary to establish liability for the claims asserted in the Action, both generally
26 and in response to Defendants’ defenses thereto, and the difficulties in establishing
27 damages, penalties, restitution and other relief sought in the Action. Plaintiff and
28 Class Counsel also have considered Defendants’ agreement to enter a settlement

1 that confers substantial benefits upon the Class Members. Plaintiff and Class
2 Counsel have thoroughly reviewed the discovery requested and produced along
3 with the claims previously settled prior to the Class Period. Based on the foregoing,
4 Plaintiff and Class Counsel believe that the Settlement set forth in this Stipulation is
5 fair, adequate, and reasonable and is in the best interests of all Class Members.

6 42. Defendants' Reasons for Settlement. Defendants have concluded that
7 any further defense of the Action would be protracted and expensive for Plaintiff
8 and Defendants. Substantial amounts of Defendants' time, energy, and resources
9 have been, and unless this Settlement is completed, shall continue to be, devoted to
10 the defense of the claims asserted by Plaintiff. Defendants also have considered the
11 risks of further litigation in reaching their decision to enter this Settlement. Even
12 though Defendants contend they are not liable for any of the claims alleged by
13 Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the manner
14 and upon the terms set forth in this Stipulation and to put to rest the claims alleged
15 in this Action. Defendants have asserted and continue to assert that the claims
16 alleged by Plaintiff have no merit and do not give rise to any liability, damages,
17 restitution, penalties or other payments. This Stipulation is a compromise of
18 disputed claims. Nothing contained in this Stipulation, no documents referred to
19 herein, and no action taken to carry out this Stipulation, shall be construed or used
20 as an admission by or against Defendants as to the merits or lack thereof of the
21 claims asserted in the Action. Defendants contend that they have complied with all
22 applicable state, federal and local laws.

23 TERMS OF SETTLEMENT

24 NOW THEREFORE, in consideration of the mutual covenants, promises,
25 and agreements set forth herein, the Parties agree, subject to the Court's approval,
26 as follows:
27
28

1 42. Binding Settlement. This Settlement shall bind the Parties and all
2 Settlement Class Members and Aggrieved Employees, subject to the terms and
3 conditions hereof and the Court's approval.

4 43. Tax Liability. The Parties make no representations as to the tax
5 treatment or legal effect of the payments specified herein, and Class Members are
6 not relying on any statement or representation by the Parties, Class Counsel, or
7 Defense Counsel in this regard. Class Members and Class Counsel understand and
8 agree that Class Members shall be responsible for the payment of all taxes and
9 penalties assessed on the payments specified herein, and shall hold the Parties,
10 Class Counsel, and Defense Counsel free and harmless from and against any claims
11 resulting from treatment of such payments as non-taxable, including the treatment
12 of such payments as not subject to withholding or deduction for payroll and
13 employment taxes.

14 44. Circular 230 Disclaimer. The Parties acknowledge and agree that
15 (1) no provision of this Stipulation, and no written communication or disclosure
16 between or among the Parties, Class Counsel, or Defense Counsel and other
17 advisers, is or was intended to be, nor shall any such communication or disclosure
18 constitute or be construed or be relied upon as, tax advice within the meaning of
19 United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
20 (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
21 independent legal and tax counsel for advice (including tax advice) in connection
22 with this Stipulation, (b) has not entered into this Stipulation based upon the
23 recommendation of any other party or any attorney or advisor to any other party,
24 and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or adviser to any other party to avoid any tax penalty that may be imposed on the
26 acknowledging party; and (3) no attorney or adviser to any other party has imposed
27 any limitation that protects the confidentiality of any such attorney's or adviser's
28 tax strategies (regardless of whether such limitation is legally binding) upon

1 disclosure by the acknowledging party of the tax treatment or tax structure of any
2 transaction, including any transaction contemplated by this Stipulation.

3 45. Preliminary Approval of Settlement. Plaintiff shall move the Court to
4 enter the Preliminary Approval Order, thereby provisionally certifying the class for
5 settlement purposes only and setting a Final Approval Hearing date. Plaintiff shall
6 make a good faith effort to file the motion for preliminary approval and schedule a
7 preliminary approval hearing within sixty (60) days after the Parties execute the
8 Stipulation. The Parties agree to work diligently and cooperatively to have this
9 Settlement presented to the Court for preliminary approval. The Preliminary
10 Approval Order shall provide for, among other things, the Notice Packet to be sent
11 to Class Members as specified herein. The Parties agree that provisional
12 certification of the class is for settlement purposes only and is in no way an
13 admission by Defendants in the Action or in any other proceeding that class
14 certification is proper.

15 46. Release of Claims.

16 Settlement Class Members' Released Claims.

17 a. Upon the Effective Date, and in consideration for the Settlement Amount,
18 Plaintiff and all Class Members who have not timely opted out of the settlement
19 shall release Defendants and the Released Parties (defined above) of all claims,
20 demands, rights, liabilities, and/or causes of action of any nature and discretion
21 whatsoever, known or unknown, in law or in equity, whether or not concealed or
22 hidden, that have been asserted or that might have been asserted, arising during the
23 period from and including September 3, 2017 through the date of preliminary
24 approval which were alleged or could have been alleged based upon the facts
25 asserted in the Complaint or First Amended Complaint for unpaid wages other
26 compensation allegedly owed, or for damages, penalties (including without
27 limitation waiting time penalties under Labor Code section 203), restitution,
28 interest, liquidated damages, attorneys' fees, or costs, or any other recovery based

on or arising out of the claims and allegations alleged in the Complaint or First Amended Complaint Pursuant To California Code Of Civil Procedure § 382 or FRCP 23, including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194; (2) Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512, and IWC Wage Order 7-2001; (3) Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512; (4) Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226; (6) Violation of California Business & Professions Code sections 17200 et seq.; and (8) any and all corresponding claims that could have been brought under California or federal law relating to the claims and/or facts alleged in the complaint including under the Fair Labor Standards Act (FLSA) that might have occurred during the Class Period based on facts and claims alleged in the complaint, including claims for failure to pay wages (including overtime or premium wages) due to time worked but not recorded. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Class Members who have not expressly opted out of the settlement.

Aggrieved Employees' Released Claims.

b. Upon the Effective Date, and in consideration for the Settlement Amount, Plaintiff, the State of California, and all PAGA Members shall release Defendants and the Released Parties (defined above) of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted in the Complaint and First Amended Complaint and Plaintiff's Notice to the LWDA based upon the facts alleged therein, arising during the period from and including September 3, 2020 through the date of preliminary approval for

1 claims under the California Private Attorneys General Act (“PAGA”), Labor
2 Code section 2699, et. seq., regardless of whether they opt-out of the Class
3 Settlement.

4 c. Plaintiff’s Released Claims. Upon the Effective Date, Plaintiff
5 individually and on his own behalf releases the Defendants and the Released Parties
6 from any and all charges, complaints, claims, causes of action, demands, disputes,
7 damages, business expenses, attorneys’ fees, costs, losses and liabilities of any kind
8 or nature whatsoever, known or unknown, suspected or unsuspected, which
9 Plaintiff, at any time heretofore, had or claimed to have or Plaintiff may have,
10 including but not limited to any and all claims arising out of, relating to or resulting
11 from his employment with and/or separation of employment with Released Parties,
12 including any claims arising under any federal, state or local law, statute, ordinance,
13 rule or regulation or Executive Order relating to employment, including, but in no
14 way limited to, any claim under Title VII of the Civil Rights Act of 1964, as
15 amended (“Title VII”), 42 U.S.C. § 1981; the Americans with Disabilities Act
16 (“ADA”); the Family and Medical Leave Act (“FMLA”); the Employee Retirement
17 Income Security Act (“ERISA”); the California Family Rights Act (“CFRA”); the
18 California Fair Employment and Housing Act (“FEHA”); all claims for wages or
19 penalties under the California Labor Code; Business Professions Code section
20 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
21 interference with legal rights; any and all other employment or discrimination laws;
22 whistleblower claims; any tort, fraud or constitutional claims; and any breach of
23 contract claims or claims of promissory estoppel. It is agreed that this is a general
24 release and is to be broadly construed as a release of all claims; provided that,
25 notwithstanding the foregoing, this paragraph expressly does not include a release
26 of any claims that cannot be released hereunder by law, including any claim for
27 indemnification pursuant to California Labor Code section 2802. Plaintiff hereby
28 warrants that he is not aware of any business expenses incurred by him during his

1 employment with Defendants which is not the subject of his Complaint and for
2 which he has not been fully reimbursed other than those which serve as the basis for
3 his class claim and for which he will be compensated through the settlement. If a
4 claim is not subject to release, to the extent permitted by law, Plaintiff waives any
5 right or ability to be a class or collective action representative or to otherwise
6 participate in any putative or certified class, collective or multi-party action or
7 proceeding based on such a claim in which any Releasee is a party. However, the
8 Equal Employment Opportunity Commission ("EEOC") or other governmental
9 agency cannot be barred from pursuing a claim on Plaintiff's behalf, although
10 Plaintiff agrees that he is releasing his right to any personal recovery from a claim
11 brought by the EEOC or any other governmental agency. Plaintiff understands and
12 expressly agrees that this Agreement extends to claims that he has against
13 Defendants, of whatever nature and kind, known or unknown, suspected or
14 unsuspected, vested or contingent, past, present, or future, arising from or
15 attributable to an incident or event, occurring in whole or in part, on or before the
16 Effective Date of this Agreement. Any and all rights granted under any state or
17 federal law or regulation limiting the effect of this Agreement, including the
18 provisions of section 1542 of the California Civil Code, ARE HEREBY
19 EXPRESSLY WAIVED. Section 1542 reads as follows:

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

27 47. Settlement Administration.
28

1 a. Within twenty-one (21) days of entry of the Preliminary
2 Approval Order, Defendants shall provide the Settlement Administrator with the
3 Class Information for purposes of mailing the Notice Packets to Class Members.

4 i. Notice by First Class U.S. Mail. Upon receipt of the Class
5 Information, the Settlement Administrator shall perform a search based on the
6 National Change of Address Database maintained by the United States Postal
7 Service to update and correct any known or identifiable address changes. Within
8 twenty (20) calendar days after receiving the Class Information from Defendants as
9 provided herein, the Settlement Administrator shall mail copies of the Notice
10 Packet to all Class Members via regular First Class U.S. Mail. The Settlement
11 Administrator shall exercise its best judgment to determine the current mailing
12 address for each Class Member. The address identified by the Settlement
13 Administrator as the current mailing address shall be presumed to be the most
14 current mailing address for each Class Member. The Parties agree that this
15 procedure for notice provides the best notice practicable to Class Members and
16 fully complies with due process.

17 ii. Undeliverable Notice Packets. Any Notice Packet
18 returned to the Settlement Administrator as non-deliverable on or before the
19 Response Deadline shall be re-mailed to the forwarding address affixed thereto. If
20 no forwarding address is provided, the Settlement Administrator shall promptly
21 attempt to determine a correct address by the use of skip-tracing, or other type of
22 automated search, using the name, address and/or Social Security number of the
23 Class Member involved, and shall then perform a re-mailing to the Class Member
24 whose Notice Packet was returned as non-deliverable, assuming another mailing
25 address is identified by the Settlement Administrator. If a Notice Packet is re-
26 mailed to a Class Member less than ten (10) calendar days prior to the Response
27 Deadline, the Class Member shall have their Response Deadline extended by ten
28 (10) calendar days from the date the Settlement Administrator re-mails the Notice

1 Packet. If these procedures are followed, notice to Class Members shall be deemed
2 to have been fully satisfied, and if the intended recipient of the Notice Packet does
3 not receive the Notice Packet, the intended recipient shall nevertheless remain a
4 Class Member and shall be bound by all terms of the Settlement and the Judgment.

5 iii. Determination of Individual Settlement Payments. The
6 Settlement Administrator shall determine the eligibility for, and the amount of, each
7 Individual Settlement Payment under the terms of this Stipulation. The Settlement
8 Administrator's determination of the eligibility for and amount of each Individual
9 Settlement Payment shall be binding upon the Class Member and the Parties, yet
10 subject to review by Class Counsel, Defense Counsel, and the Court. In the
11 absence of fraud or gross negligence, Defendants' records shall be presumed
12 accurate.

13 iv. Disputes Regarding Administration of Settlement. Any
14 dispute not resolved by the Settlement Administrator concerning the administration
15 of the Settlement shall be resolved by the Court. Prior to any such involvement of
16 the Court, counsel for the Parties shall confer in good faith and request the
17 assistance of U.S. Magistrate Judge Daniel E. Butcher, if necessary, to resolve the
18 dispute.

19 b. Exclusions. The Class Notice shall explain that Class Members
20 who wish to exclude themselves from the class and Settlement must submit a
21 Request for Exclusion to the Settlement Administrator by the Response Deadline.
22 The Request for Exclusion must: (1) contain the name, address, and telephone
23 number of the Class Member requesting exclusion; (2) be signed by the Class
24 Member; and (3) be postmarked by the Response Deadline and returned to the
25 Settlement Administrator at the specified address. Subject to review by Class
26 Counsel, Defense Counsel, and the Court, the date of the postmark on the return
27 mailing envelope on the Request for Exclusion shall be the exclusive means used
28 by the Settlement Administrator to determine whether a Class Member has timely

1 requested exclusion from the class and Settlement. Aggrieved Employees cannot
2 exclude themselves or opt out of the release of claims set forth in Paragraph 46.b.
3 Except as otherwise provided regarding Aggrieved Employees in this Stipulation,
4 any Class Member who timely and properly requests to be excluded from the class
5 and Settlement shall not be entitled to any benefits under the Settlement and shall
6 not be bound by the terms of the Settlement nor shall the Class Member have any
7 right to object to the Settlement or appeal from the entry of the Judgment. Class
8 Members who do not submit a valid and timely Request for Exclusion on or before
9 the Response Deadline shall be bound by all terms of the Settlement and the
10 Judgment entered in this Action if the Settlement is finally approved by the Court.
11 No later than ten (10) calendar days after the Response Deadline, the Settlement
12 Administrator shall provide counsel for the Parties a complete list of all Class
13 Members who submitted a timely and valid Request for Exclusion. The Settlement
14 Administrator shall contact (once, by phone and mail) all Class Members whose
15 requests for exclusion are timely postmarked but do not meet requirements of (1)
16 and (2) above, to request additional information. If the Settlement Administrator
17 does not receive the required information within ten (10) calendar days of mailing a
18 request for additional information, the Class Member will be bound by the terms of
19 the Settlement. Class Members who request exclusion from the Settlement are not
20 allowed to object to it.

21 c. Objections. The Class Notice shall state that Class Members
22 who wish to object to the Settlement must submit to the Settlement Administrator a
23 Notice of Objection by the Response Deadline or appear at the Final Approval
24 Hearing to explain their objection(s). A Notice of Objection must (1) state the full
25 name of the Class Member; (2) be signed by the Class Member; (3) state the
26 grounds for the objection; and (4) be postmarked by the Response Deadline and
27 returned to the Settlement Administrator at the specified address. Subject to review
28 by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the

1 return mailing envelope on the Notice of Objection shall be the exclusive means
2 used by the Settlement Administrator to determine whether a Class Member timely
3 objected to the Settlement. Class Members who do not submit a Notice of
4 Objection or appear at the Final Approval Hearing to explain their objection(s) shall
5 be deemed to have waived any objections and shall be foreclosed from making any
6 objections (whether by appeal or otherwise) to the Settlement. At no time shall any
7 of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise
8 encourage or discourage Class Members from objecting to the Settlement or filing
9 an appeal from the Judgment. Only Class Members who have not requested
10 exclusion from the Settlement can object to it.

11 d. Disputes Regarding the Number of Compensable Workweeks.

12 If a Class Member disagrees with the number of Compensable Workweeks stated
13 on his or her Information Sheet, the Class Member must send a letter to the
14 Settlement Administrator by email, mail or facsimile by the Response Deadline
15 stating the reasons why he or she disputes the number of Compensable Workweeks
16 and provide any supporting documentation. The Settlement Administrator will
17 evaluate the evidence submitted by the Class Member and will meet and confer
18 with Counsel for the Parties and decide as to the number of Compensable
19 Workweeks that should be applied and/or the Individual Settlement Payment to
20 which the Class Member is entitled. If this cannot be resolved satisfactorily, the
21 dispute will be presented to the Court for final resolution at Final Approval.

22 e. Monitoring and Reviewing Settlement Administration. The

23 Parties have the right to monitor and review the administration of the Settlement to
24 verify that the monies allocated under the Settlement are distributed in the correct
25 amount, as provided for in this Stipulation.

26 f. Best Efforts. The Parties agree to use their best efforts to carry
27 out the terms of this Settlement.
28

1 48. Funding and Allocation of Maximum Settlement Amount. No later
2 than ten (10) business days after the Effective Date, Defendants shall provide to the
3 Settlement Administrator in any feasible manner, including, but not limited to, by
4 way of a wire transfer, the Maximum Settlement Amount. If this Settlement is not
5 finally approved by the Court in full, or is terminated, rescinded, canceled or fails to
6 become effective for any reason, or if the Effective Date does not occur, then no
7 portion of the Maximum Settlement Amount shall be paid.

8 a. Individual Settlement Payments. Class Members shall not be
9 required to submit a claim in order to receive a share of the Net Settlement Amount,
10 and no portion of the Maximum Settlement Amount shall revert to Defendants or
11 result in an unpaid residue. Individual Settlement Payments shall be paid by the
12 Settlement Administrator from the Net Settlement Amount pursuant to the formula
13 set forth herein. Individual Settlement Payments shall be mailed by the Settlement
14 Administrator by regular First Class U.S. Mail to each Settlement Class Member's
15 last known mailing address within ten (10) calendar days after Defendants provide
16 the Settlement Administrator with the Maximum Settlement Amount. Prior to
17 mailing the Individual Settlement Payments, the Settlement Administrator shall
18 perform a search based on the National Change of Address Database maintained by
19 the United States Postal Service to update and correct any known or identifiable
20 address changes.

21 i. Each Settlement Class Member's Individual Settlement
22 Payment shall be calculated by the Settlement Administrator according to the
23 following formula: Defendants shall provide the Settlement Administrator with the
24 Compensable Workweeks for each Settlement Class Member. The Settlement
25 Administrator shall then divide the Net Settlement Amount by the total number of
26 Compensable Workweeks for all Settlement Class Members resulting in a value for
27 each week worked by the Settlement Class Members during the Class Period
28 ("Workweek Value"). The Settlement Administrator shall then multiply the

1 number of Compensable Workweeks for each Settlement Class Member by the
2 Workweek Value. In addition, all Aggrieved Employees shall receive a pro rata
3 share of the portion of the PAGA Payment allocated to Aggrieved Employees based
4 on their Compensable Workweeks during the PAGA Period regardless of whether
5 they opt-out of the Settlement.

6 ii. Individual Settlement Payments shall be made by check
7 and shall be made payable to each Settlement Class Member as set forth in this
8 Stipulation.

9 iii. The Parties shall propose to the Court that Individual
10 Settlement Payments be allocated as follows: twenty-five percent (25%) as wages
11 subject to all applicable tax withholdings and seventy-five percent (75%) as non-
12 wage penalties and interest not subject to payroll tax withholdings. The Court shall
13 have the power to alter the proposed allocation percentages if it deems necessary
14 for purposes of approval of the settlement. The Settlement Administrator shall issue
15 an IRS Form W-2 to each Settlement Class Member and Aggrieved Employee for
16 the portion of each Individual Settlement Payment allocated as wages and subject to
17 all applicable tax withholdings. The Settlement Administrator shall issue an IRS
18 Form 1099 to each Settlement Class Member and Aggrieved Employee for the
19 portion of each Individual Settlement Payment allocated as non-wage penalties and
20 interest not subject to payroll tax withholdings. The Settlement Administrator shall
21 calculate the amount of the Employer's Share of Payroll Taxes and shall remit and
22 report the applicable portions of the payroll tax payment to the appropriate taxing
23 authorities in a timely manner.

24 iv. Individual Settlement Payment checks shall remain
25 negotiable for one hundred eighty (180) days from the date of issuance. If an
26 Individual Settlement Payment check remains uncashed after one hundred eighty
27 (180) days from issuance, the Settlement Administrator shall distribute the value of
28 the uncashed check to the State Controller's Office Unclaimed Property Fund in the

1 name of the Settlement Class Member and/or Aggrieved Employee. In such event,
2 such Settlement Class Members and/or Aggrieved Employees shall nevertheless
3 remain bound by the Settlement.

4 v. All monies received by Settlement Class Members under
5 the Settlement which are attributable to wages shall constitute income to such
6 Settlement Class Members solely in the year in which such monies actually are
7 received by the Settlement Class Members. It is expressly understood and agreed
8 that the receipt of Individual Settlement Payments shall not entitle any Settlement
9 Class Member to additional compensation or benefits under any collective
10 bargaining agreement or under any bonus, contest or other compensation or benefit
11 plan or agreement in place during the period covered by the Settlement, nor shall it
12 entitle any Settlement Class Member to any increased pension and/or retirement, or
13 other deferred compensation benefits. It is the intent of the Parties that Individual
14 Settlement Payments provided for in this Stipulation are the sole payments to be
15 made by Defendants to Settlement Class Members in connection with this
16 Settlement, with the exception of Plaintiff, and that the Settlement Class Members
17 are not entitled to any new or additional compensation or benefits as a result of
18 having received the Individual Settlement Payments. Furthermore, the receipt of
19 Individual Settlement Payments by Settlement Class Members shall not, and does
20 not, by itself establish any general, special, or joint employment relationship
21 between and among the Settlement Class Member(s) and Defendants.

22 b. Class Representative Service Awards. Subject to Court
23 approval, Plaintiff's Class Representative Service Award is not to exceed Thirty-
24 Seven Thousand Five Hundred Dollars (\$37,500.00), or any lesser amount as
25 awarded by the Court, for his time and effort in bringing and presenting the Action
26 and for releasing his claims. The Class Representative Service Award shall be paid
27 to Plaintiff from the Maximum Settlement Amount no later than ten (10) days after
28 Defendants provide the Settlement Administrator with the Maximum Settlement

1 Amount. The Settlement Administrator shall issue IRS Forms 1099 to Plaintiff for
2 his Class Representative Service Award. Plaintiff shall be solely and legally
3 responsible to pay any and all applicable taxes on his Class Representative Service
4 Award and shall hold harmless Defendants, Class Counsel, and Defense Counsel
5 from any claim or liability for taxes, penalties, or interest arising as a result of
6 payment of the Class Representative Service Award. The Class Representative
7 Service Award shall be made in addition to Plaintiff's Individual Settlement
8 Payment. Any amount requested by Plaintiff for the Class Representative Service
9 Award and not awarded by the Court shall become part of the Net Settlement
10 Amount and shall be distributed to Settlement Class Members as part of their
11 Individual Settlement Payments.

12 c. Attorneys' Fees and Expenses. Subject to Court approval, Class
13 Counsel shall be entitled to receive reasonable attorneys' fees in an amount not to
14 exceed one-third (1/3) of the Maximum Settlement Amount, which amounts to One
15 Million Three Hundred and Thirty-Three Thousand Dollars and Thirty-Three
16 Cents. (\$1,333,333.33). In addition, subject to Court approval, Class Counsel shall
17 be entitled to an award of reasonable costs and expenses associated with Class
18 Counsel's prosecution of the Action in an amount not to exceed Eighty Thousand
19 Dollars (\$80,000.00). Class Counsel shall provide the Settlement Administrator
20 with a properly completed and signed IRS Form W-9 in order for the Settlement
21 Administrator to process the Attorneys' Fees and Expenses approved by the Court.
22 Defendants shall not oppose or object to Plaintiff's request for an award of
23 attorneys' fees in an amount not to exceed One Million Three Hundred and Thirty-
24 Three Thousand Dollars and Thirty-Three Cents. (\$1,333,333.33), and request for
25 an award of reasonable costs and expenses not to exceed Eighty Thousand Dollars
26 (\$80,000.00). In the event the Court awards Class Counsel less than One Million
27 Three Hundred and Thirty-Three Thousand Dollars and Thirty-Three Cents.
28 (\$1,333,333.33) in attorneys' fees and/or less than Eighty Thousand Dollars

1 (\$_80,000.00) in costs and expenses, the difference shall become part of the Net
2 Settlement Amount and shall be distributed to Settlement Class Members as part of
3 their Individual Settlement Payments. Class Counsel shall be paid any Court-
4 awarded attorneys' fees and expenses no later than ten (10) calendar days after
5 Defendants provide the Settlement Administrator with the Maximum Settlement
6 Amount. Class Counsel shall be solely and legally responsible to pay all applicable
7 taxes on the Attorneys' Fees and Expenses. The Settlement Administrator shall
8 issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Expenses.
9 This Settlement is not conditioned upon the Court awarding Class Counsel any
10 particular amount of attorneys' fees or costs.

11 d. PAGA Payment. One Hundred Fifty Thousand Dollars
12 (\$150,000.00) from the Maximum Settlement Amount shall be allocated as
13 penalties under PAGA, of which seventy-five percent (75%), or One Hundred
14 Twelve Thousand Five Hundred Dollars (\$112,500.00), shall be paid by the
15 Settlement Administrator directly to the LWDA. The remaining twenty-five
16 percent (25%), or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) shall
17 be distributed to Aggrieved Employees as part of their Individual Settlement
18 Payments.

19 e. Settlement Administration Costs. The Settlement
20 Administration fees and expenses, which are estimated not to exceed not to exceed
21 Seventeen Thousand and Five Hundred Dollars (\$17,500.00), shall be paid from the
22 Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval
23 of the Settlement, the Settlement Administrator shall provide the Parties with a
24 statement detailing the Settlement Administration Costs to date. The Parties agree
25 to cooperate in the Settlement Administration process and to make all reasonable
26 efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent 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.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

49. Final Settlement Approval Hearing and Entry of Judgment. Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Attorneys' Fees and Expenses; (ii) the Class Representative Service Award; and (iii) the PAGA Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Judgment.

50. Right of Defendants to Reject Settlement. If five percent (5%) or more of the Class Members submit valid Requests for Exclusion, Defendants will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed under this Stipulation, except that Defendants will pay the Settlement Administration Costs incurred as of the date that Defendants exercise their right to

1 void the Settlement. Defendants will notify Class Counsel and the Court whether
2 they are exercising this right to void not later than seven (7) calendar days after the
3 Settlement Administrator notifies the Parties of the number of valid Requests for
4 Exclusion it has received.

5 51. Nullification of Settlement. In the event: (i) the Court does not enter
6 the Preliminary Approval Order; (ii) the Court does not grant final approval the
7 Settlement; (iii) the Court does not enter the Judgment; or (iv) the Settlement does
8 not become final for any other reason, this Stipulation shall be rendered null and
9 void, any order or judgment entered by the Court in furtherance of this Settlement
10 shall be treated as void from the beginning and this Stipulation and any documents
11 related to it shall not be used by any Class Member or Class Counsel to support any
12 claim or request for class certification in the Action, and shall not be used in any
13 other civil, criminal, or administrative action against Defendants or any of the other
14 Released Parties. In the event an appeal is filed from the order granting final
15 approval or Judgment, or any other appellate review is sought, administration of the
16 Settlement shall be stayed pending final resolution of the appeal or other appellate
17 review. Any fees incurred by the Settlement Administrator prior to it being notified
18 of the filing of an appeal from the Judgment, or any other appellate review, shall be
19 paid split equally by the Parties to the Settlement Administrator.

20 52. No Admission by Defendants. Defendants deny all allegations in this
21 Action and deny all wrongdoing whatsoever by Defendants. Neither this
22 Stipulation, nor any of its terms and conditions, nor any of the negotiations
23 connected with it, is a concession or admission of any form of liability or the
24 accuracy of any fact, and none shall be used against Defendants as an admission or
25 indication with respect to any allegation of any fault, liability, concession, or
26 omission by Defendants or that class certification is proper under the standard
27 applied to contested certification motions. The Parties stipulate and agree to the
28 certification of the proposed class for settlement purposes only. The Parties further

1 agree that this Stipulation shall not be admissible in this or any other proceeding as
2 evidence that either (i) a class action should be certified or (ii) Defendants are liable
3 to Plaintiff or any Class Member, other than to enforce the terms of this Stipulation.

4 53. Exhibits and Headings. The terms of this Stipulation include the terms
5 set forth in any attached Exhibits, which are incorporated by this reference as
6 though fully set forth herein. The Exhibits to this Stipulation are an integral part of
7 the Settlement. The descriptive headings of any paragraphs or sections of this
8 Stipulation are inserted for convenience of reference only.

9 54. Amendment or Modification. This Stipulation may be amended or
10 modified only by a written instrument signed by all Parties, their counsel, or their
11 successors-in-interest.

12 55. Entire Agreement. This Stipulation and any attached Exhibits
13 constitute the entire agreement between the Parties, and no oral or written
14 representations, warranties, or inducements have been made to Plaintiff or
15 Defendants concerning this Stipulation or its Exhibits and the MOU, other than the
16 representations, warranties, and covenants contained and memorialized in this
17 Stipulation and its Exhibits and the MOU. No other prior or contemporaneous
18 written or oral agreements may be deemed binding on the Parties.

19 56. Authorization to Enter into Settlement Agreement. Class Counsel and
20 Defense Counsel warrant and represent they are expressly authorized by the Parties
21 whom they represent to negotiate this Stipulation and to take all appropriate actions
22 required or permitted to be taken by such Parties pursuant to this Stipulation to
23 effectuate its terms, and to execute any other documents required to effectuate the
24 terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall
25 cooperate with each other and use their best efforts to effect the implementation of
26 the Settlement. In the event the Parties are unable to reach agreement on the form
27 or content of any document needed to implement the Settlement, or on any
28 supplemental provisions that may become necessary to effectuate the terms of this

1 Settlement, the Parties may seek the assistance of U.S. Magistrate Judge Daniel E.
2 Butcher to resolve such disagreement. The persons signing this Stipulation on
3 behalf of Defendants represent and warrant that they are authorized to sign this
4 Stipulation on behalf of Defendants. Plaintiff represents and warrant that he is
5 authorized to sign this Stipulation and that he has not assigned any claim, or part of
6 a claim, covered by this Settlement to a third-party. The Parties have cooperated in
7 the drafting and preparation of this Stipulation. Hence, in any construction made of
8 this Stipulation, the same shall not be construed against any of the Parties.

9 57. Binding on Successors and Assigns. This Stipulation shall be binding
10 upon, and inure to the benefit of, the successors and assigns of the Parties.

11 58. California Law Governs. All terms of this Stipulation and the Exhibits
12 hereto shall be governed by and interpreted according to the laws of the State of
13 California, without giving effect to any law that would cause the laws of any
14 jurisdiction other than the State of California to be applied.

15 59. Counterparts. This Stipulation may be executed in one or more
16 counterparts by facsimile, electronic signature, or email which for purposes of this
17 Stipulation shall be accepted as an original. All executed counterparts and each of
18 them shall be deemed to be one and the same instrument. Any executed counterpart
19 will be admissible in evidence to prove the existence and contents of this
20 Stipulation.

21 60. Jurisdiction of the Court. Following entry of the Judgment, the Court
22 shall retain jurisdiction with respect to the interpretation, implementation, and
23 enforcement of the terms of this Stipulation and all orders and judgments entered in
24 connection therewith, and the Parties, Class Counsel, and Defense Counsel submit
25 to the jurisdiction of the Court for purposes of interpreting, implementing, and
26 enforcing the Settlement embodied in this Stipulation and all orders and judgments
27 entered in connection therewith. The time within which to bring this action to trial
28 under California Code of Civil Procedure 583.310 shall be extended from the date

1 of the signing of this Stipulation by all Parties until the entry of the final approval
2 order and judgment or, if not entered, the date this Stipulation shall no longer be of
3 any force or effect.

4 61. Invalidity of Any Provision. Before declaring any term or provision of
5 this Stipulation invalid, the Parties request that the Court first attempt to construe
6 the terms or provisions valid to the fullest extent possible consistent with applicable
7 precedents so as to define all provisions of this Stipulation as valid and enforceable.

8 62. Binding Nature of Notice of Class Action Settlement. It is agreed that
9 because the Class Members are so numerous, it is impossible or impractical to have
10 each Class Member execute the Stipulation. The Class Notice shall advise all Class
11 Members of the binding nature of the Settlement, and the release of Released
12 Claims and shall have the same force and effect as if this Stipulation were executed
13 by each Settlement Class Member.

14
15 **FOR PLAINTIFF WILLIAM WIGHTMAN**

16 *William Wightman*
17 _____

18 WILLIAM WIGHTMAN

Dated: 01 / 02 / 2024

19 **FOR DEFENDANT CAES SYSTEMS, LLC**

20
21 _____
22 Bruce Almquist
23 Senior Vice President and General Counsel
24
25
26
27
28

Dated: January ____, 2024

1 of the signing of this Stipulation by all Parties until the entry of the final approval
2 order and judgment or, if not entered, the date this Stipulation shall no longer be of
3 any force or effect.

4 61. Invalidity of Any Provision. Before declaring any term or provision of
5 this Stipulation invalid, the Parties request that the Court first attempt to construe
6 the terms or provisions valid to the fullest extent possible consistent with applicable
7 precedents so as to define all provisions of this Stipulation as valid and enforceable.

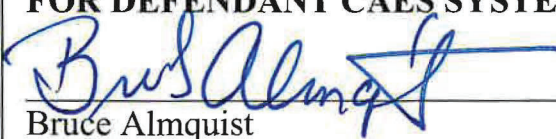
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10 each Class Member execute the Stipulation. The Class Notice shall advise all Class
11 Members of the binding nature of the Settlement, and the release of Released
12 Claims and shall have the same force and effect as if this Stipulation were executed
13 by each Settlement Class Member.

14
15 **FOR PLAINTIFF WILLIAM WIGHTMAN**

16
17 _____
18 WILLIAM WIGHTMAN

Dated: _____

19 **FOR DEFENDANT CAES SYSTEMS, LLC**

20 
21 _____
22 Bruce Almquist
23 Senior Vice President and General Counsel

Dated: January 2, 2024

1 APPROVED AS TO FORM:

2 **COUNSEL FOR PLAINTIFF**

3 

Dated: January 02, 2024

5 Alan S. Lazar
6 Cody R. Kennedy
7 Marlin & Saltzman, LLP
8 Attorneys For Plaintiff

9 **COUNSEL FOR DEFENDANT CAES SYSTEMS, LLC**

10 

Dated: January 02, 2024

12 Jon Yonemitsu
13 Noah J. Woods
14 Heidi E. Hegewald
15 Littler Mendelson, P.C.
16 Attorneys for Defendants

EXHIBIT 1

to

Stipulation of Class and Representative Action Settlement

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

WILLIAM WIGHTMAN, on behalf of himself and for
all other current and former aggrieved employees,

Plaintiffs,

vs.

COBHAM ADVANCED ELECTRONIC
SOLUTIONS, INC.; and Does 1 - 100,

Defendants.

Case No. 21-cv-1784-TWR-DEB

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

To: All current and former non-exempt, hourly employees of Defendant CAES Systems LLC, as successor to Cobham Advanced Electronic Solutions, Inc. ("Defendants"), who worked at any time in California between September 3, 2017 and [insert date Court enters an order granting 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") in the lawsuit entitled *William Wightman, et al. v. Cobham Advanced Electronic Solutions, Inc., et al.*, Case No. 30-2022-01283102-CU-OE-CXC (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. Defendants' records show that you were employed by Defendants as a current or former non-exempt, hourly employees who worked at any time in California between September 3, 2017 and [insert date Court enters an order granting 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 William Wightman ("Plaintiff") brought this Lawsuit against Defendants seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees of Defendants who worked at any time in California during the Class Period. Plaintiff 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 Defendants failed to pay all overtime wages owed, failed to pay all minimum wages owed, failed to provide meal periods, or premium pay for non-compliant meal periods, failed to authorize and permit rest periods, or premium pay for non-compliant rest periods, and failure to provide accurate itemized wage statements. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendants engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act.

Defendants deny the claims. Defendants further deny that they owe 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 Defendants, and they expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendants 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 Defendants, 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 Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants 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:	Attorneys for Defendants
MARLIN & SALTZMAN, LLP Alan S. Lazar, Esq. alazar@marlinsaltzman.com Cody R. Kennedy, Esq. ckennedy@marlinsaltzman.com 29800 Agoura Road, Suite 210 Agoura Hills, California 91301 Telephone: (818) 991-8080 Facsimile: (818) 991-8081	LITTLER MENDELSON, P.C. Jon Yonemitsu, Esq. jyonemitsu@littler.com Noah J. Woods, Esq. nwoods@littler.com Heidi E. Hegewald, Esq. hhegewald@littler.com 501 W. Broadway, Suite 900, San Diego, CA 92101; Tel: (619) 515-1827 Fax: (619) 232-4302

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 of Defendants who worked at any time in California between September 2, 2017 and **[the date the Court enters an order granting 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 Defendants as described below in the section titled "Released Class Claims". A Settlement Class Member who opts-out cannot opt-out of the PAGA Release.

Defendants have agreed to pay \$4,000,000.00 (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

the Class Representative's Service Award and monies to be paid to the LWDA. Defendants' share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the Plaintiff and Class Counsel:

Settlement Administration Costs. The Court has approved **Phoenix Class Action Administrator Solutions** 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 paying the Settlement Administrator a flat fee of **\$17,500.00** from the Gross Settlement Amount to administer the settlement.

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 currently estimated to be **\$1,333,333.33**, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed **\$80,000.00** for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$37,500.00, 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 **\$150,000.00** 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 **\$112,500.00** will be payable to the LWDA, and the remaining twenty-five percent (25%), or **\$37,500.00**, 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 an up to **<< >>** estimated Settlement Class Members. The NSA will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, and as noted above, **\$37,500.00** of the Gross Settlement Amount has been designated as the "PAGA Amount". All PAGA Employees shall receive a portion of the PAGA Amount. "PAGA Employees" include all current and former non-exempt, hourly employees of Defendants who worked at any time in California between September 3, 2020 and **[insert date Court enters an order granting preliminary approval]**. A PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the period the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Employees during the PAGA Period. As noted above, a PAGA Employee cannot opt-out of the PAGA Release and will receive their portion of the PAGA Amount regardless of whether they opt-out of the Class Action Settlement.

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.

Payment by Defendants of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants with the Settlement Administrator within 10 business days of the Effective Date. The Effective Date is defined as the latest date after all of the following events have occurred: (i) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (ii) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief

Within 5 business days following Defendants' 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 10 business days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator and 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: 75% penalties and interest; and 25% as wages. If an PAGA Employee submits a Request for Exclusion, the PAGA Employee's Settlement Award shall be designated as 100% penalties and reported on an IRS Form 1099. 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, Defendants and their 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.

Released Class Claims. 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 fully and forever completely release Defendants and all of their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted, arising during the period from and including September 3, 2017 through the date of preliminary approval which were alleged or could have been alleged based upon the facts asserted in the Complaint or First Amended Complaint for unpaid wages other compensation allegedly owed, or for damages, penalties (including without limitation waiting time penalties under Labor Code section 203), restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery based on or arising out of the claims and allegations alleged in the Complaint or First Amended Complaint Pursuant To California Code Of Civil Procedure § 382 or FRCP 23, including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194; (2) Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512, and IWC Wage Order 7-2001; (3) Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512; (4) Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226; (6) Violation of California Business & Professions Code sections 17200 et seq.; and (8) any and all corresponding claims that could have been brought under California or federal law relating to the claims and/or facts alleged in the complaint including under the Fair Labor Standards Act

(FLSA) that might have occurred during the Class Period based on facts and claims alleged in the complaint, including claims for failure to pay wages (including overtime or premium wages) due to time worked but not recorded. (collectively, “Released Class Claims”).

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion) will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted in the Complaint and First Amended Complaint and Plaintiff’s Notice to the LWDA based upon the facts alleged therein, arising during the period from and including September 3, 2020 through the date of preliminary approval for claims under the California Private Attorneys General Act (“PAGA”), Labor Code section 2699, et. seq., regardless of whether they opt-out of the Class Settlement.

You are a PAGA Employee if you were a non-exempt, hourly employees of Defendants who worked at any time in California between September 3, 2020 and [insert date Court enters an order granting preliminary approval]. The time period of the PAGA Release is between September 3, 2020 and [insert date Court enters an order granting preliminary approval] (“PAGA Period”).

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendants fail to fully fund the Settlement.

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 claim 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 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 and PAGA Period. The information contained in Defendants’ records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of 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. Unless the Court determines otherwise, the Settlement Administrator’s decision regarding any dispute will be final. The Court has the right to review the Settlement Administrator’s decision.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the enclosed Request for Exclusion Form 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 Class Action Settlement, and shall receive no benefits from the Class Action 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 September 3, 2020 and [insert date Court enters order granting preliminary approval].

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 complete, sign and mail the enclosed Objection Form to the Settlement Administrator or you may appear at the Final Approval Hearing to object orally. If you choose to submit a written objection, your written objection must include your name, address, phone number, the case name and number, and a concise reason for your objection, including the factual basis for it. 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 Courtroom 3A of the US District Court, Southern District of California, 221 W. Broadway, Suite 3130, San Diego, CA 92101. You have the right to appear either remotely, in person or through your own attorney (at your own expense) at this hearing. All objections or other correspondence must state the name and number of the case, as follows: *William Wightman, et al. v. Cobham Advanced Electronic Solutions, Inc., et al.*, Case No. 30-2022-01283102-CU-OE-CXC

For more information on how to appear at the hearing, please see the Judge Robinson's Standing Order for Civil Cases, which can be located here: <https://www.casd.uscourts.gov/Judges/Judge-Info.aspx>.

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 Courtroom 3A of the US District Court, Southern District of California, 221 W. Broadway, Suite 3130, San Diego, CA 92101. The Court will consider any requests for exclusion, objections, and disputes at the Final Approval Hearing. 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 will be posted on the Settlement Administrator's website (<http://www. .com>). Notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://www. .com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may contact Class Counsel using the contact information listed above.[WN1]

**PLEASE DO NOT CALL THE COURT 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
**William Wightman, et al. v. Cobham Advanced Electronic
Solutions, Inc., et al.**

Case No. 30-2022-01283102-CU-OE-CXC

**NOTE: YOU DO NOT HAVE TO MAIL THIS ALLOCATION FORM TO GET
YOUR INDIVIDUAL SETTLEMENT PAYMENT**

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 Payment and Aggrieved Employee Payment:

According to Defendants:

You were employed by Defendants as a non-exempt, hourly employees who worked a total of _____ workweeks in California during the time period of September 3, 2017 and [insert date Court enters an order granting preliminary approval] and a total of _____ workweeks in California during the time period of September 3, 2020 and [insert date Court enters an order granting preliminary approval] and .

Based on the above, your Individual Settlement Award is estimated to be \$_____ and PAGA Employee Payment is estimated to be \$_____.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' 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 CLASS AND PAGA SETTLEMENT" that accompanies this Form. Unless the Court orders otherwise, the Settlement Administrator will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>
REQUEST FOR EXCLUSION FORM

William Wightman, et al. v. Cobham Advanced Electronic
Solutions, Inc., et al.
Case No. 30-2022-01283102-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN
THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action *William Wightman, et al. v. Cobham Advanced Electronic Solutions, Inc., et al.*, Case No. 30-2022-01283102-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive a PAGA Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 2024
AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

William Wightman, et al. v. Cobham Advanced Electronic
Solutions, Inc., et al.
[Administrator Name]
c/o _____

OBJECTION FORM

**William Wightman, et al. v. Cobham Advanced Electronic
Solutions, Inc., et al.
Case No. 30-2022-01283102-CU-OE-CXC**

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *William Wightman, et al. v. Cobham Advanced Electronic Solutions, Inc., et al.* Case No. 30-2022-01283102-CU-OE-CXC, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement, including the factual basis for it (please attach additional documents if you need more space):

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number _____

4. Date and sign this form below:

Dated: _____ Signature: _____

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN _____.

**William Wightman, et al. v. Cobham Advanced Electronic
Solutions, Inc., et al.
[Administrator Name]
c/o _____**
