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Attorneys for Defendant
L3 TECHNOLOGIES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

ALFREDO BETANCOURT, on behalf of
himself, all others similarly situated, and the
general public, and as an “aggrieved employee”
on behalf of other “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

v.

L3 TECHNOLOGIES, INC., and DOES 1-25,
inclusive,

Defendants.

) Case No. 23CIV05704

) **STIPULATION AND SETTLEMENT OF**
) **CLASS ACTION AND PAGA CLAIMS**

) Action Filed: December 1, 2023

STIPULATION AND SETTLEMENT OF
CLASS ACTION CLAIMS

1 This Stipulation and Settlement of Class Action and PAGA Claims (“Agreement”) is made
2 by and between Plaintiff ALFREDO BETANCOURT (“Plaintiff”), in his individual capacity and on
3 behalf of the Class Members and Aggrieved Employees, on the one hand, and Defendant L3
4 TECHNOLOGIES, INC. (“Defendant”), on the other hand, after Plaintiff and Defendant engaged in
5 informal discovery and extensively negotiated this Agreement at arms-length. Plaintiff and
6 Defendant are referred to in this Agreement collectively as the “Parties,” or individually as a “Party.”
7 Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere
8 in this Agreement.

9 For the consideration set forth herein, including, but not limited to, a release of claims by the
10 Participating Class Members, the State of California’s Labor & Workforce Development Agency
11 (LWDA) on behalf of California and the Aggrieved Employees, and a general release of claims by
12 Plaintiff, Defendant agrees to pay a settlement amount of One Million Eight Hundred Fifteen
13 Thousand Dollars (\$ 1,815,000.00) (the “Gross Settlement Amount”).

14 Now, therefore, it is stipulated and agreed by and among the undersigned Parties, subject to
15 the approval of the Court pursuant to the California Rules of Court, that the Settlement of the Action
16 shall be effectuated subject to the following terms and conditions.

17 **ARTICLE I**

18 **DEFINITIONS**

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. “Action” means the putative class action and PAGA representative lawsuit filed by
22 Plaintiff against Defendant on December 1, 2023, in San Mateo County Superior Court, Case No.
23 23-CIV-05704 (“Class Action Complaint”). Plaintiff’s Class Action Complaint alleges the following
24 claims: (1) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198); (2) Failure to Provide
25 Meal Periods (Lab. Code §§ 226.7, 512 and 1198); (3) Failure to Pay Minimum Wages (Lab. Code
26 §§ 1194, 1197, and 1198); (4) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
27 (5) Failure to Indemnify (Lab. Code §§ 1198 and 2802); (6) Wage Statement Penalties (Lab. Code
28 § 226); (7) Waiting Time Penalties (Lab. Code §§ 201–203); (8) Failure to Pay Wages Owed Every

1 Pay Period (Lab. Code § 204); (9) Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and
2 (10) Penalties Under the Private Attorneys General Act (“PAGA”) (Lab. Code §§ 2698, et seq.).

3 b. “Aggrieved Employees” means all current and former non-exempt hourly employees
4 of Defendant in California at any time during the PAGA Period.

5 c. “Agreement” means this Stipulation and Settlement of Class Action and PAGA
6 Claims, including any attached Exhibit(s).

7 d. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s
8 litigation and resolution of this Action (not to exceed one-third of the Gross Settlement Amount),
9 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

10 e. “Check-Cashing Period” means the period of 180 days after the date each of the
11 Individual Settlement Payment checks are issued.

12 f. “Claims and Allegations at Issue” means all of the claims and allegations asserted in
13 (i) the First Amended Class Action Complaint filed by Plaintiff against Defendant on June 3, 2024;
14 (ii) the letters sent to the LWDA on behalf of Plaintiff against Defendant dated January 31, 2022 and
15 June 3, 2024; and (iii) any claims or allegations that could have been asserted under any applicable
16 Labor Code provision or Industrial Welfare Commission (“IWC”) Wage Order based on the facts,
17 claims or theories expressly pleaded in the Action.

18 g. “Class” means:

- 19 1. All current and former hourly, non-exempt employees who worked for
20 Defendant at any time during the period beginning January 31, 2021 and
21 ending on the date that the Court grants preliminary approval of the
22 Settlement; and
- 23 2. All current and former hourly, non-exempt employees who worked for
24 Defendant’s Sylmar, CA facility at any time during the period of August 27,
25 2018 to December 31, 2021; and
- 26 3. All current and former hourly, non-exempt employees who worked for
27 Defendant’s Anaheim and Gardena, CA facilities at any time during the period
28 beginning October 5, 2019 and ending on the date that the Court grants

preliminary approval of the Settlement.

h. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

MESSRELIAN LAW INC.
Harout Messrelian, Esq.
Maralle Messrelian, Esq.
500 N. Central Ave., Suite 840
Glendale, California 91203
E-MAIL: hm@messrelianlaw.com; maralle@messrelianlaw.com

i. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, the number of Qualifying Workweeks worked during the Class Period (calculated by Defendant and sent to the Settlement Administrator), and the number of Qualifying Pay Periods worked during the PAGA Period (calculated by Defendant and sent to the Settlement Administrator).

j. “Class Members” means:

1. All current and former non-exempt employees who worked for Defendant at any time during the period beginning January 31, 2021 and ending on the date that the Court grants preliminary approval of the Settlement; and
2. All current and former hourly, non-exempt employees who worked for Defendant’s Sylmar, CA facility at any time during the period of August 27, 2018 to December 31, 2021; and
3. All current and former hourly non-exempt employees who worked for Defendant’s Anaheim and Gardena, CA facilities at any time during the period beginning October 5, 2019 and ending on the date that the Court grants preliminary approval of the Settlement.

k. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form, without material variation (unless as modified as directed by the Court), attached as **Exhibit A**.

l. “Class Period” means:

- 1 1. The period beginning January 31, 2021 and ending on the date that the Court
2 grants preliminary approval of the Settlement (for all current and former non-
3 exempt employees who worked for Defendant at any time during this period);
4 and
5 2. the period of August 27, 2018 to December 31, 2021 (for all current and
6 former hourly, non-exempt employees who worked for Defendant’s Sylmar,
7 CA facility); and
8 3. the period beginning October 5, 2019 and ending on the date that the Court
9 grants preliminary approval of the Settlement (for all current and former
10 hourly non-exempt employees who worked for Defendant’s Anaheim and
11 Gardena, CA facilities).

12 m. “Class Representative” means the named Plaintiff in the operative complaint in this
13 Action seeking Court approval to serve as Class Representative.

14 n. “Court” means the San Mateo County Superior Court, where the Action is currently
15 pending.

16 o. “Defendant” means L3 TECHNOLOGIES, INC. and its wholly-owned subsidiaries,
17 including but not limited to L3Harris Maritime Power & Energy Solutions, Inc.

18 p. “Defense Counsel” means counsel for Defendant, who are:

19 Alison L. Tsao, State Bar No. 198250
20 atsao@cdflaborlaw.com
21 Candace DesBaillets, State Bar No. 315284
22 cdesbaillets@cdflaborlaw.com
23 600 Montgomery Street, Suite 440
24 San Francisco, CA 94111
25 E: atsao@cdflaborlaw.com; cdesbaillets@cdflaborlaw.com

26 q. “Effective Date” of this Settlement means the later of the following: (i) if there are
27 no objections to the Settlement, then the sixty-first (61st) day after service of notice of entry of the
28 Judgment entered by the Court; (ii) if there are objections to the Settlement, and if an appeal, review
or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of
the Judgment; or (iii) if an appeal, review or writ is sought from the Judgment, the date upon which

1 all appellate and/or other proceedings resulting from the appeal, review or writ have been finally
2 terminated in such a manner as to permit the Judgment to take effect in substantially the form
3 described herein.

4 r. "Final Fairness and Approval Hearing" means the hearing to be conducted by the
5 Court to determine whether to finally approve and implement the Settlement pursuant to the terms
6 of this Agreement.

7 s. "Final Order" means the final order signed by the Court following the Final Fairness
8 and Approval Hearing in accordance with the terms herein, approving this Agreement.

9 t. "Gross Settlement Amount" means the "all in" settlement amount of One Million
10 Eight Hundred Fifteen Thousand Dollars and Zero Cents (\$1,815,000.00) which Defendant, shall
11 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
12 Individual Settlement Payments, Attorneys' Fees and Costs, the Enhancement Payments, Settlement
13 Administration Costs, the LWDA Payment, and the Employer's Share of Payroll Taxes.

14 u. "Enhancement Payment" means a monetary award subject to Court approval of up to
15 Two Thousand Dollars and Zero Cents (\$2,000.00) that will be paid to Plaintiff pursuant to Section
16 3.06(e) of this Agreement.

17 v. "Individual Class Settlement Payment" means each Participating Class Member's pro
18 rata share of the Net Settlement Amount calculated according to the number of Workweeks the Class
19 Member worked during the Class Period.

20 w. "Individual PAGA Settlement Payment" means each Aggrieved Employee's pro rata
21 share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the
22 Aggrieved Employee worked during the PAGA Period.

23 x. "LWDA" means the California Labor and Workforce Development Agency.

24 y. "LWDA Payment" means the portion of the PAGA Payment payable to the LWDA.

25 z. "Motion for Final Approval" means Plaintiff's submission of a written motion,
26 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
27 the Settlement Agreement as set forth in this Agreement, to conduct a Final Fairness and Approval
28 Hearing, and to enter a Final Order in this Action.

1 aa. “Motion for Preliminary Approval” means Plaintiff’s written motion, including any
2 evidence as may be required for the Court to grant preliminary approval of the Settlement
3 Agreement, including as required by Rule 3.769 of the California Rules of Court.

4 bb. “Net Settlement Amount” means the Gross Settlement Amount less the amount
5 allocated to Settlement Administration Costs, Attorneys’ Fees and Costs, Enhancement Payments,
6 and the PAGA Payment.

7 cc. “Objection” means the Class Member’s timely submission of a written objection
8 notice to the Class Settlement, which must explain the reason for the objection and be signed by the
9 Class Member.

10 dd. “Operative Complaint” means the First Amended Complaint filed by Plaintiff against
11 Defendant on June 3, 2024 in the Action.

12 ee. “PAGA” means the California Private Attorneys General Act of 2004, which is
13 codified in California Labor Code §§ 2698, *et seq.*

14 ff. “PAGA Payment” means the amount payable from the Gross Settlement Amount to
15 resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to
16 the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

17 gg. “PAGA Period” means the period from January 29, 2021, through the date of
18 preliminary approval.

19 hh. “Participating Class Member” means a Class Member who does not timely request to
20 be excluded from the Settlement and will therefore receive a share of the Net Settlement Amount.

21 ii. “Preliminary Approval Date” means the date the Court preliminarily approves the
22 Settlement in accordance with the terms of this Agreement.

23 jj. “Preliminary Approval Order” means the order the Court enters approving and
24 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the
25 Final Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth
26 in this Agreement, among other things.

1 kk. “Qualifying Pay Periods” means any pay period during which an Aggrieved
2 Employee worked at least one day for Defendant L3 TECHNOLOGIES, INC. as a non-exempt
3 hourly employee in California during the PAGA Period.

4 ll. “Qualifying Workweeks” means any week during which a Class Member worked at
5 least one day for Defendant as a non-exempt hourly employee in California during the Class Period.

6 mm. “Released Class Claims” means the claims being released as described in Section
7 4.01, below.

8 nn. “Released PAGA Claims” means the claims being released as described in Section
9 4.02, below.

10 oo. “Released Parties” are defined in Section 4.01, below.

11 pp. “Request for Exclusion” means the Class Member’s timely submission of a written
12 request to be excluded from the Class Settlement signed by the Class Member, which need only
13 include their name, last four digits of his/her Social Security Number (to verify identity), identify the
14 case as *Alfredo Betancourt v. L3 Technologies, Inc.*, et al. and generally state that they request
15 exclusion from the class and do not wish to participate in the settlement, or words to that effect.

16 qq. “Settlement” means the final resolution and disposition of the Action pursuant to this
17 Agreement.

18 rr. “Settlement Administration Costs” means all costs (not to exceed \$20,000) incurred
19 by the Settlement Administrator in administering the Settlement, including, but not limited to, the
20 following: (i) printing, mailing and re-mailing (if necessary) of Class Notices to Class Members; (ii)
21 preparing and submitting to Participating Class Members and government entities all appropriate tax
22 filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments,
23 the Enhancement Award, Attorneys’ Fees and Costs, and the LWDA Payment; (iv) processing and
24 validating Requests for Exclusions and Notices of Objection; (v) establishing a Qualified Settlement
25 Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the
26 appropriate government agencies all employer and employee payroll tax obligations arising from the
27 Settlement and preparing and submitting filings required by law in connection with the payments
28 required by the Settlement.

1 ss. "Settlement Administrator" means CPT Group, Inc., which will be responsible for
2 the administration of the Settlement pursuant to the terms of this Agreement.

3 tt. "Settlement Class Release Period" means:

- 4 1. August 27, 2018 to December 31, 2021 for Class Members who worked for
5 Defendant's Sylmar, CA facility;
- 6 2. October 5, 2019 to the date that the Court grants preliminary approval of the
7 Settlement, Class Members who worked for Defendant's Anaheim and
8 Gardena, CA facilities; and
- 9 3. January 31, 2021 to the date that the Court grants preliminary approval of the
10 Settlement for all other Class Members not included in Section I.tt.1-2.

11 ARTICLE II

12 CONTINGENT NATURE OF THE AGREEMENT

13 Section 2.01: Stipulation to Class Certification for Settlement Purposes

14 The Parties agree that the Action will be stayed until the requests for preliminary and final
15 approval of the Settlement are either granted or denied, except to proceed with those motions.
16 Because the Parties have stipulated to the certification of the Class with respect to all causes of action
17 alleged in the Operative Complaint for settlement purposes only, this Agreement requires preliminary
18 and final approval by the Court. Defendant does not consent to certification of the Class for any
19 purpose other than to effectuate the Settlement of the Action. Accordingly, the Parties enter into this
20 Agreement on a conditional basis. This Agreement is contingent upon the approval and certification
21 by the Court.

22 Section 2.02: Continued Best Efforts to Obtain Court Approval of Settlement

23 The Parties and their respective counsel shall take all steps that may be requested by the Court
24 relating to the approval and implementation of the Settlement in accordance with the terms of this
25 Agreement and shall use their respective best efforts to obtain Court approval and to implement this
26 Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for
27 Final Approval and instead addresses issues/concerns with the filed motion, the Parties agree to meet
28 and confer to address the Court's concerns.

1 **Section 2.03: Effect of Non-Occurrence of Effective Date**

2 If the Effective Date does not occur, the Parties agree as follows:

- 3 (a) Any conditional certification of the Class will be vacated and Plaintiff,
4 Defendant, and the Class will be returned to their positions with respect to the
5 Action as if this Agreement had not been entered into. Any Settlement
6 Administration costs incurred to that point will be split by the Parties.
- 7 (b) Any orders of the Court preliminarily or finally approving certification of any
8 class contemplated by this Agreement shall be null, void, and vacated, and
9 shall not be used or cited thereafter by any person or entity.
- 10 (c) The fact that the Parties were willing to stipulate to certification for the
11 purposes of this Agreement shall have no bearing on, nor be admissible in
12 connection with, the issue of certification of the Class with respect to any
13 cause of action alleged in the Action.
- 14 (d) The fact of the settlement terms reflected in this Agreement and the fact that
15 Defendant did not oppose the certification of a Class under this Agreement or
16 that the Court preliminarily approved the certification of the Class shall not be
17 used or cited thereafter by any person or entity in any manner whatsoever,
18 including without limitation any contested proceeding relating to the
19 certification of any class.
- 20 (e) This Agreement shall be deemed null and void, shall be of no force or effect
21 whatsoever, and shall not be referred to or used for any purpose whatsoever
22 (except as addressed in this Section regarding costs and agreements).

23 **Section 2.04: Identification of Class Members**

- 24 (a) Based on Defendant's records, Defendant estimates that, as of the date of this
25 Settlement Agreement, there were approximately 1,194 Class Members who
26 worked approximately 120,459 workweeks during the Class Period. If the Class
27 List provided to the Settlement Administrator reflects an increase in the number
28 of total workweeks that is more than twenty percent (20%) of the total estimated

1 stated herein, then Defendant shall have the option of: (1) selecting a new end date
2 for the Class Period that limits the number of Class Period workweeks to no more
3 than 120% of the total estimated herein (or 144,551 workweeks); or (2) increase
4 the Gross Settlement Amount proportionately for any amount over twenty percent
5 (20%) (e.g., if the number of workweeks increase by twenty-one percent (21%),
6 the Gross Settlement Amount shall increase by one percent (1%)).

7 **ARTICLE III**

8 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

9 The procedure for obtaining Court approval of and implementing this Agreement shall be as
10 follows:

11 **Section 3.01: Preliminary Approval and Conditional Class Certification**

12 Within 30 days of this Stipulation and Settlement of Class Action Claims being executed by
13 all Parties, Plaintiff will submit the Motion for Preliminary Approval along with this Agreement to
14 the Court for preliminary approval pursuant to Rule 3.769 of the California Rules of Court. Plaintiff's
15 Motion for Preliminary Approval will request an order conditionally certifying the Class. The Motion
16 for Preliminary Approval will request a hearing date for the Final Fairness and Approval Hearing to
17 be included in the Preliminary Approval Order. Defendants will not oppose the Motion for
18 Preliminary Approval. At least three (3) business days prior to submission of Plaintiff's Motion for
19 Preliminary Approval, Plaintiff's counsel will prepare and deliver to Defense Counsel a draft of the
20 Motion for Preliminary Approval papers for counsel's review, including a draft of the notice,
21 memorandum in support, and any supporting declarations. Any proposed changes or revisions shall
22 be incorporated by Class Counsel to the extent Class Counsel deems them reasonable. However, if
23 Class Counsel chooses not to incorporate Defendant's requested changes or revisions, Defendant
24 reserves the right to file an objection and/or opposition to Plaintiff's Motion for Preliminary Approval
25 of the parties' Settlement.

26 **Section 3.02: The Settlement Administrator**

27 The Parties have chosen CPT Group, Inc. to administer the Settlement pursuant to this
28 Agreement and to act as the Settlement Administrator. The Settlement Administrator shall perform

1 all functions required under this Agreement and take necessary steps to effectuate the Settlement,
2 including, but not limited to, the following: distributing and responding to inquiries about the Class
3 Notice; determining the validity of any Requests for Exclusion and/or notice of Objection;
4 calculating the Net Settlement Amount and the Individual Settlement Payments; issuing the
5 Individual Settlement Payment checks and distributing them to Participating Class Members and
6 Aggrieved Employees; issuing the PAGA Payment to the LWDA; and issuing payment to Class
7 Counsel for Attorneys' Fees and Costs, to Plaintiff for his Enhancement Award, and to the
8 appropriate taxing authorities for the Employer's Share of Payroll Taxes, which will be paid by
9 Defendant L3 TECHNOLOGIES, INC., separately and in addition to the Gross Settlement Amount.
10 The Settlement Administrator shall provide Class Counsel with estimated average of the recovery
11 for the Class Members, and the high and low ranges. To protect Class Members' privacy rights, the
12 Settlement Administrator shall maintain any and all Class Member identifying information provided
13 to it by Defendant L3 TECHNOLOGIES, INC. ("Class Data") in confidence, use the Class Data only
14 for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
15 Administrator employees who need access to the Class Data to effectuate the terms of this
16 Agreement. The Settlement Administrator has a continuing duty to immediately notify Defense
17 Counsel if it discovers the confidentiality of the Class Data has been breached.

18 **Section 3.03: Notice to Class Members**

19 No later than forty-five (45) days after the Preliminary Approval Date, Defendant L3
20 TECHNOLOGIES, INC. will provide the Settlement Administrator the Class List.

21 Within ten (10) calendar days of receiving the Class List from Defendant L3
22 TECHNOLOGIES, INC., the Settlement Administrator will send Class Members, by first-class mail,
23 at their last known addresses, the Court approved Class Notice. The Class Notice will include a
24 calculation of each Class Member's estimated share of the Net Settlement Amount. Class Members
25 will have forty-five (45) days from the date of mailing of the Class Notice to postmark objections or
26 Requests for Exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class
27 Member addresses against the National Change of Address database and shall update any addresses
28 before mailing. Class Members shall not be required to submit claim forms in order to receive their

1 share of the Net Settlement Amount.

2 If a Class Notice is returned with a forwarding address, the Settlement Administrator shall
3 re-mail the Class Notice to the forwarding address within three (3) business days of receipt of the
4 returned Class Notice. With respect to each Class Member whose Notice is returned to the Settlement
5 Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid
6 mailing address by performing a skip trace or mass search on a database such as LexisNexis based
7 on set criteria and, if another address is identified, shall mail the Notice Packet to the newly identified
8 address. It is the intent of the Parties that reasonable means be used to locate Class Members and that
9 the Settlement Administrator be given discretion to take steps in order to facilitate notice of the
10 Settlement and delivery of the Individual Settlement Payments to the Participating Class Members.

11 If a Class Member's Notice is re-mailed, the Class Member shall have fifteen (15) days from
12 the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, to
13 postmark objections or requests for exclusion. If the Class Notice is re-mailed, the Settlement
14 Administrator will note for its own records and notify Class Counsel and Defense Counsel as part of
15 a weekly status report provided to the Parties.

16 In the event a Class Notice remains undeliverable seventy (70) days after its initial mailing,
17 the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The
18 Settlement Administrator will hold the Class Member's Individual Settlement Payment during the
19 Check-Cashing Period on behalf of the Class Member. If, at the conclusion of the Check-Cashing
20 Period, the Class Member's Notice and Individual Settlement Payment remain undeliverable, the
21 Settlement Administrator will send the funds from those checks to the State Controller's Unclaimed
22 Property Fund to be held under the Class Member's name.

23 No later than thirty (30) court days prior to the Final Fairness and Approval Hearing, the
24 Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration
25 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
26 for and re-sending of any returned Notice Packets, as well as the number of requests for exclusion
27 and objections that the Settlement Administrator received.

28 If the Final Fairness and Approval Hearing is continued for any reason, the Settlement

1 Administrator will update its website for this matter to note the new date, time, and location of the
2 Final Fairness and Approval Hearing.

3 **Section 3.04: Responses to Notice**

4 **a. Settlement Terms Bind All Class Members Who Do Not Submit a Timely**
5 **Request for Exclusion**

6 Any Class Member who does not affirmatively opt out of the Settlement by submitting a
7 timely Request for Exclusion will be bound by all of its terms including those pertaining to the
8 Released Class Claims and Released PAGA Claims, as well as any Final Order that may be entered
9 by the Court if it grants final approval of the Settlement. However, any Aggrieved Employee who
10 opts out of the Settlement will still be releasing the PAGA Released Claims.

11 **b. Class Member Disputes**

12 If a Class Member/Aggrieved Employee disputes the Individual Settlement Payment
13 Amount or basis thereof, the Class Member/Aggrieved Employee may produce evidence to the
14 Settlement Administrator for the Class/PAGA Period. In order for the dispute to be considered, the
15 Class Member/Aggrieved Employee must follow the directions on the Notice of Class Action
16 Settlement.

17 Written notice of the dispute must be received by the Settlement Administrator within 45
18 calendar days of the mailing of the Notice, or 15 calendar days of any re-mailing of the Notice,
19 whichever is later (as addressed above). The date of mailing of the Notice by the Settlement
20 Administrator to the Class Member, and the date the notice of dispute was postmarked, shall be
21 conclusively determined according to the records of the Settlement Administrator. Upon the timely
22 receipt of any dispute, the Settlement Administrator will notify Defense Counsel in writing (email
23 constitutes a writing for this purpose) of the dispute within three (3) business days of receipt and let
24 Class Counsel know generally that an individual has disputed the Individual Settlement Amount, or
25 basis thereof, without providing full details of the dispute. Defendant's records will be presumed
26 determinative, absent evidence to rebut Defendant's records, but the Settlement Administrator will
27 evaluate the evidence submitted by the Class Member and make the final decision as to the validity
28 of such evidence.

1 **c. Requests for Exclusion from Class Members**

2 By entering into this Agreement, Plaintiff agrees that he will not request exclusion from the
3 Class. Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must
4 send the Administrator by mail, a Request for Exclusion that must be signed by the Class Member
5 or Class Member's authorized representative, include the last four digits of the Class Member's
6 Social Security Number (to verify identity), and identify the case as Betancourt v. L3 Technologies
7 postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially
8 mails the Notice Packet to the Class Members (or fifteen (15) days after the Settlement Administrator
9 re-mails the Notice to the Class Member, whichever is later). The Class Notice shall contain
10 instructions on how to validly exclude oneself from the Class and this Settlement, but the Request
11 for Exclusion must just state that they request exclusion from the class and do not wish to participate
12 in the settlement, or words to that effect. The date of the initial mailing of the Class Notice, and the
13 date the signed Request for Exclusion was postmarked, shall be conclusively determined according
14 to the records of the Settlement Administrator. Any Class Member who timely and validly submits
15 a Request for Exclusion will not be entitled to any Individual Settlement Payment from the Net
16 Settlement Amount, will not be bound by the terms and conditions of this Agreement, and will not
17 have any right to object, appeal, or comment thereon. However, even if Class Members validly opt
18 out of the Settlement, they will still be entitled to a portion of the employees' share of the PAGA
19 Payment if the Class Member also qualifies as an Aggrieved Employee. The Parties agree that the
20 Court's approval of the Settlement Payment, inclusive of the settlement and release pertaining to the
21 PAGA claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the
22 fullest extent of the law.

23 Any Class Member who fails to timely submit a Request for Exclusion shall automatically
24 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action
25 are determined by the Court's Final Order, and by the other rulings in the Action. Thus, said Class
26 Member's rights to pursue any claims covered by the Action and/or released in this Agreement will
27 be extinguished.

28 Defendant has the unilateral right to void this Agreement in the event more than seven percent

(7%) of Class Members opt out of the Settlement. Defendant must notify Class Counsel and the Court whether it is exercising this right to void no later than fourteen (14) days after the end of the class notice period and the Settlement Administrator notifies the Parties of the total number of valid Request for Exclusion Forms it has received.

d. Objections to Settlement

Class Members may object to the Settlement by submitting a notice of Objection to the Settlement Administrator or by appearing at the Final Fairness and Approval Hearing to explain their objection(s). In order for a Class Member to object to this Agreement, or any term of it, the Class Member must not submit a Request for Exclusion notice (*i.e.*, must not opt out). The Objection notice must include the Class Member's full name, address and telephone number, and a written statement of the grounds of objection, and be signed by the objecting Class Member or the Class Member's attorney, along with all supporting papers for the objection as applicable (such as documents showing that the number of workweeks calculated is incorrect). Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

The notice of Objection and supporting papers must be sent to the Settlement Administrator by mail/fax no later than forty-five (45) days after the Class Notice was initially mailed to the Class Members (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The date of the initial mailing of the Class Notice, and the date the signed notice of Objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any notice of Objection it receives to Defense Counsel and Class Counsel within three (3) business days of receipt.

The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

e. Encouragement of Class Members

The Parties, Class Counsel, and Defense Counsel shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt out) or to object to the Settlement. However, nothing in this Agreement shall bar or prohibit

any Party, Class Counsel, or Defense Counsel from responding to questions from Class Members concerning this Settlement.

Section 3.05: Final Fairness and Approval Hearing

The Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should grant final approval pursuant to the Motion for Final Approval, and (2) consider any timely objections made pursuant to Section 3.04(d), above, and any responses from the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court a proposed Final Order and Judgment.

Section 3.06: Settlement Payment Procedures

a. Funding the Settlement Amount

In exchange for the releases set forth in this Agreement and subject to the terms and conditions set forth herein, L3 TECHNOLOGIES, INC., agrees to pay the Gross Settlement Amount (“GSA”) of One Million Eight Hundred Fifteen Thousand Dollars and Zero Cents (\$ 1,815,000.00) on a non-reversionary basis. The Gross Settlement Amount includes Individual Settlement Payments to Participating Class Members and Aggrieved Employees, Settlement Administration Costs, Attorneys’ Fees and Costs, Enhancement Payments, the LWDA Payment, and the Employer’s Share of Payroll Taxes, within 45 business days of the Effective Date of the Settlement.

In no event shall Defendant be required to pay more than the GSA.

b. Payment of Attorneys’ Fees and Costs

Class Counsel shall apply for an award of attorneys’ fees of up to one-third (33 and 1/3%) of the Gross Settlement Amount, which is Six Hundred Five Thousand Dollars (\$605,000). In addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class Counsel’s prosecution of the Action not to exceed Five Thousand Dollars (\$5,000.00). Such application for attorneys’ fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant will not object to or oppose Plaintiff’s application for these amounts. Class Counsel shall be paid any Court-awarded attorneys’ fees and costs as provided in this Section. The Court’s approval of attorneys’ fees and/or costs in an amount less than that requested by Class

1 Counsel shall not invalidate this Agreement.

2 The Attorneys' Fees and Costs approved by the Court shall encompass all work performed
3 and all costs and expenses related to the investigation, prosecution, and settlement of the Action
4 incurred through the Effective Date. To the extent that the Court approves less than the amounts of
5 attorneys' fees and/or costs that Class Counsel requests, the difference between the requested and
6 awarded amounts will be reallocated to the Net Settlement Amount.

7 **c. Payment of Settlement Administration Costs**

8 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
9 shall not constitute payment to any Participating Class Member. Class Counsel will submit an
10 application for Court approval for an allocation of Settlement Administration Costs no greater than
11 Twenty Thousand Dollars and Zero Cents (\$20,000). Defendant will not object to or oppose
12 Plaintiff's application for this amount. To the extent there are unused funds of this cost allocation,
13 such funds will be reallocated to the Net Settlement Amount. The Settlement Administration costs
14 shall be paid in accordance with this Section.

15 **d. Payment of Enhancement Payments to Plaintiff**

16 Subject to Court approval, Plaintiff shall receive an Enhancement Payment of up to Two
17 Thousand Dollars and Zero Cents (\$2,000.00) for his services as class representative and in exchange
18 for a general release of Plaintiff's claims. Defendant will not oppose this request. The Enhancement
19 Payment will be paid from the Gross Settlement Amount and is not allocated as payment to any
20 Participating Class Member. Plaintiff shall be paid the Court-awarded Enhancement Payment in
21 accordance with this Section. To the extent that the Court approves less than the amount of the
22 Enhancement Payments that Plaintiff has requested, the difference between the requested and
23 awarded amount will be reallocated to the Net Settlement Amount.

24 Because it is the intent of the Parties that the Enhancement Payment represents payment to
25 Plaintiff for services performed on behalf of the Class Members and not to be considered wages, the
26 Settlement Administrator will not withhold any taxes from the Enhancement Payment. The
27 Enhancement Payment will be reported on an IRS Form 1099, which the Settlement Administrator
28 will provide to Plaintiff and to the pertinent taxing authorities as required by law.

1 **e. LWDA Payment**

2 In consideration of claims alleged under PAGA, Class Counsel will request that the Court
3 approve allocation of Two Hundred Thousand Dollars and Zero Cents (\$200,000) of the Gross
4 Settlement Amount as PAGA penalties. Seventy-five percent (75%), or One Hundred Fifty Thousand
5 Dollars (\$150,000), of this amount will be paid to the LWDA, and twenty-five percent (25%), or
6 Fifty Thousand Dollars (\$50,000) will be allocated to the Net Settlement Amount for distribution to
7 Aggrieved Employees. Defendant will not oppose this request for allocation and distribution of
8 payments under this Section 3.06(e). The Court's adjustment, if any, of the amount allocated as
9 PAGA penalties will not invalidate this Agreement, as long as the Gross Settlement Amount does
10 not exceed \$ 1,815,000.00 and subject to Section 3.06(b) above and final approval of the Settlement
11 is granted.

12 **g. PAGA Payments to Aggrieved Employees**

13 If a Class Member requests exclusion from the Settlement, the Class Member is still entitled
14 to his or her share of the employees' portion of the PAGA Payment if the Class Member is an
15 Aggrieved Employee, which will be determined on a pro rata basis based upon the number of pay
16 periods that the Aggrieved Employee worked during the PAGA Period. The Parties agree that the
17 Court's approval of the Settlement Payment, inclusive of the settlement and release pertaining to the
18 PAGA claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the
19 fullest extent of the law.

20 **h. Individual Settlement Payments to Participating Class Members**

21 The Parties agree that the Net Settlement Amount shall be used to fund Individual Class
22 Settlement Payments and Individual PAGA Settlement Payments (collectively, "Individual
23 Settlement Payments"). The Parties agree that the Net Settlement Amount shall be divided between
24 all Participating Class Members in proportion to the number of Qualifying Workweeks for each Class
25 Member. To calculate the amount each Participating Class Member will receive, the Net Settlement
26 Amount will be divided by the total number of Qualifying Workweeks worked by all Participating
27 Class Members during the Class Period to determine the base dollar amount per Qualifying
28 Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks

1 for each Participating Class Member by the base dollar amount. In addition, all Aggrieved Employees
2 shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees
3 based on their Qualifying Pay Periods during the PAGA Period. The Settlement Administrator shall
4 disperse Individual Settlement Payments to Participating Class Members in compliance with Section
5 3.06 (a) above.

6 Each Individual Class Settlement Payment will represent wages, statutory penalties, expenses
7 and interest allocated using the following formula: thirty (30%) allocated to wages (with legally
8 required tax withholding) and seventy percent (70%) allocated to penalties, expenses and interest.
9 Individual PAGA Settlement Payments are payments for civil penalties upon which no tax
10 withholdings shall be made.

11 Based on the information contained in the Class List, the Settlement Administrator shall
12 calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each
13 Participating Class Member based on the formula specified above, (c) the amount of the Individual
14 Settlement Payments to be allocated to wages and interest and penalties based on the formula
15 specified above, (d) Defendant's share of the payroll taxes applicable to the Net Settlement Amount
16 allocated to wages to be paid out of the GSA; and (e) the employee tax withholding amount based
17 on the allocation of each Individual Settlement Payment to wages.

18 Individual Settlement Payments allocated to wages will be reduced by applicable employee
19 withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the
20 Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 for the
21 interest, expenses and penalty portions of the Individual Settlement Payments.

22 Participating Class Members shall have 180 days from the date their Individual Settlement
23 Payment checks are dated to cash their settlement checks.

24 **i. Distribution of the Gross Settlement Amount**

25 The Settlement Administrator will distribute the Individual Settlement Payments to
26 Participating Class Members in accordance with Section 3.06(a) above. If Individual Settlement
27 Payments are returned to the Settlement Administrator as undeliverable, the Settlement
28 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or

1 a mass search on a database such as LexisNexis based on set criteria and, if another address is
2 identified, shall mail the check to the newly identified address. If the Settlement Administrator is
3 unable to obtain a valid mailing address or if any funds representing Individual Settlement Payments
4 remain uncashed upon the expiration of the Check-Cashing Period, the Settlement Administrator will
5 deliver the monies represented by the check to the State Controller's Unclaimed Property Fund to be
6 held under the Class Member's name.

7 **i. No Credit Toward Benefit Plans**

8 The Individual Settlement Payments made to Participating Class Members under this
9 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
10 calculate any additional benefits under any benefit plans to which any Class Members may be
11 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
12 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
13 intent that this Agreement will not affect any rights, contributions, or amounts to which any Class
14 Members may be entitled under any benefit plans.

15 **ARTICLE IV**

16 **RELEASES**

17 **Section 4.01: Releases by Participating Class Members and Plaintiff**

18 For the Settlement Class Release Period, Plaintiff and Participating Class Members will
19 release the Released Parties (defined in this paragraph below) from all claims under federal, state or
20 local law, that were asserted or could have been asserted based on the facts, claims, and theories
21 expressly pleaded in the Complaint; the facts, claims or theories expressly raised in Plaintiff's notice
22 to the LWDA dated January 31, 2022, regarding Defendant; and/or any facts, claims or theories
23 arising under any applicable IWC Wage Orders, including claims for: (1) Failure to Provide Rest
24 Breaks (Lab. Code §§ 226.7 and 1198); (2) Failure to Provide Meal Periods (Lab. Code §§ 226.7,
25 512 and 1198); (3) Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197, and 1198); (4) Failure
26 to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198); (5) Failure to Indemnify (Lab. Code
27 §§ 1198 and 2802); (6) Wage Statement Penalties (Lab. Code § 226); (7) Waiting Time Penalties
28 (Lab. Code §§ 201-203); (8) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204); (9)

Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and (10) Penalties Under the Private Attorneys General Act (“PAGA”) (Lab. Code §§ 2698, et seq.) (“Released Class Claims”).

Plaintiff and Participating Class Members will waive and release the Released Class Claims against Defendant L3 TECHNOLOGIES, INC., together with its current and former owners, officers, directors, managers, employees, agents, and subsidiaries, including L3Harris Maritime Power & Energy Solutions, Inc. (collectively, including Defendant, the “Released Parties”).

Section 4.02: PAGA Release by the LWDA and Plaintiff

a. January 31, 2021 through the date of preliminary approval of the settlement is the “PAGA Release Period.” In addition to the release set forth in Section 4.01 above, for the PAGA Release Period, Plaintiff, on behalf of himself and as an agent and proxy on behalf of the LWDA, shall release the Released Parties from any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted based upon the facts, claims and theories expressly pleaded in the Complaint, and/or any facts, claims, or theories set forth in the LWDA Notice against Defendant dated January 31, 2022, including but not limited to, claims for civil penalties for alleged Labor Code violations under the PAGA, including the alleged (1) failure to pay wages for all hours worked; (2) failure to pay overtime wages, (3) failure to provide meal and rest breaks, (4) unreimbursed business expenses, (5) failure to keep accurate and complete payroll records, (6) failure to provide accurate wage statements, (7) failure to provide suitable seating, and (8) failure to pay wages due on separation of employment (“Released PAGA Claims”). All Aggrieved Employees will receive a portion of the settlement designated as the Aggrieved Employees’ portion of the PAGA Penalty, regardless of if such Aggrieved Employees exclude themselves or opt-out of the Settlement Class. The Parties agree that the Court’s approval of the Settlement, inclusive of the settlement and release by the LWDA and Plaintiff pertaining to the PAGA claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the fullest extent of the law.

Section 4.03: General Release by Plaintiff

For and during the Settlement Class Release Period, Plaintiff, for himself, his heirs, successors, and assigns, waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature

1 arising from his employment with Defendant L3 TECHNOLOGIES, INC., whether known or
2 unknown, which exist or may exist as of the Parties' execution of this Agreement.

3 Section 1542 of the California Civil Code provides as follows:

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

8 Plaintiff's general release herein is made with an express waiver and relinquishment of any
9 claim, right, or benefit under California Civil Code § 1542. Plaintiff warrants that he has read this
10 Agreement, including this waiver of California Civil Code § 1542, and that he has consulted with
11 or had the opportunity to consult with counsel about this Agreement and specifically about the
12 waiver of § 1542, and that he understands this Agreement and the § 1542 waiver, and so he freely
13 and knowingly enters into this Agreement. Plaintiff further acknowledge that he later may discover
14 facts different from or in addition to those he now knows or believes to be true regarding the
15 matters released or described in this Agreement, and even so he agrees that the releases and
16 agreements contained in this Agreement shall remain effective in all respects notwithstanding any
17 later discovery of any different or additional facts.

18 **Section 4.04: No Additional Attorneys' Fees or Costs**

19 Except for the allocation of attorneys' fees and costs from the Gross Settlement Amount set
20 forth herein, the Parties agree to bear their own attorneys' fees and costs related to this Action.

21 **Section 4.05: Inapplicability of California Labor Code 206.5**

22 The Participating Class Members, including Plaintiff, shall be deemed to have acknowledged
23 and agreed that there is a bona fide dispute as to their claim for wages and/or penalties and/or any
24 other recovery solely in connection with this Action, and that the payments to them set forth in this
25 Agreement constitute payment of all sums allegedly due to them solely from the claims alleged in
26 the Action. Participating Class Members, including Plaintiff, shall be deemed to have acknowledged
27 and agreed that Labor Code section 206.5 does not apply to any such payments. That section provides
28 in pertinent part as follows: **“No employer shall require the execution of any release of any claim**

1 or right on account of wage due, or to become due, or made as an advance on wages to be
2 earned, unless payment of such wages has been made.” Each Participating Class Member shall
3 be deemed to have made the foregoing Release as if by manually signing it. This section in no way
4 limits the releases set forth in Sections 4.01, 4.02 and 4.03, above.

5 **ARTICLE V**

6 **LIMITATIONS ON USE OF THIS SETTLEMENT**

7 **Section 5.01: No Admission**

8 Defendant disputes the allegations in the Action and contends that, but for this Settlement, a
9 Class should not have been certified in the Action. This Agreement is entered into solely for the
10 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
11 construed as an admission of liability or wrongdoing by Defendant. The Parties enter into this
12 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and
13 risk of continued litigation. In entering into this Agreement, Defendant does not admit—and in fact
14 specifically denies—that it violated any federal, state, or local law; violated any regulations or
15 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
16 requirements; breached any contract; violated or breached any duty; engaged in any
17 misrepresentation or deception; or engaged in any other unlawful conduct with respect to any and all
18 employees at Defendant L3 TECHNOLOGIES, INC. Neither this Agreement, nor any of its terms
19 or provisions, nor any of the negotiations connected with it, will be construed as an admission or
20 concession by Defendant of any such violations or failures to comply with any applicable law. Except
21 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
22 and provisions will not be offered or received as evidence in any action or proceeding to establish
23 any liability or admission on the part of Defendant or the Released Parties or to establish the existence
24 of any condition constituting a violation of, or non-compliance with, federal, state, local, or other
25 applicable law.

26 **Section 5.02: Non-Evidentiary Use**

27 Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the
28 Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed

1 to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including
2 but not limited to, evidence of a presumption, concession, indication, or admission by any of the
3 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
4 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
5 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
6 Agreement or for Defendants to establish that a Class Member has resolved any of their claims
7 released through this Agreement.

8 **Section 5.03: Nullification**

9 The Parties have agreed to the certification of the Class encompassing all claims alleged in
10 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
11 make a final determination that it will not certify this Class for settlement, or (b) the Court should
12 for any reason make a final determination that it will not approve this Settlement, or (c) the Court
13 should for any reason make a final determination that it will not enter the Final Order, or (d) the Final
14 Order is reversed, or declared or rendered void, or (e) the Court should for any reason make a final
15 determination that it will not dispose of the Action in its entirety, then (i) this Agreement shall be
16 considered null and void; (ii) neither this Agreement nor any of the related negotiations or
17 proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same
18 position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court;
19 and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action
20 pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in
21 connection with, the issue of whether the Class should be certified by the Court in a non-settlement
22 context in this Action or any other action, and in any of those events, Defendant expressly reserves
23 the right to oppose certification of the Class.

24 **ARTICLE VI**

25 **MISCELLANEOUS PROVISIONS**

26 **Section 6.01: Amendments or Modification**

27 The terms and provisions of this Agreement may be amended or modified only by an express
28 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

1 **Section 6.02: Assignment**

2 None of the rights, commitments, or obligations recognized under this Agreement may be
3 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
4 consent of all other Parties and their respective counsel. The representations, warranties, covenants,
5 and agreements contained in this Agreement are for the sole benefit of the Parties under this
6 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

7 **Section 6.03: Governing Law**

8 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
9 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
10 of laws.

11 **Section 6.04: Entire Agreement**

12 This Agreement, including the Exhibit A (Class Notice) referred to herein, which forms an
13 integral part hereof, contains the entire understanding of the Parties with respect to the subject matter
14 contained herein. In case of any conflict between text contained in Articles I through VI of this
15 Agreement and text contained in the Exhibit to this Agreement, the former (*i.e.*, Articles I through
16 VI) shall be controlling, unless the Exhibit is changed by or in response to a Court order. There are
17 no restrictions, promises, representations, warranties, covenants, or undertakings governing the
18 subject matter of this Agreement other than those expressly set forth or referred to herein. This
19 Agreement supersedes all prior agreements and understandings among the Parties with respect to the
20 Settlement of the Action, including correspondence between Class Counsel and Defense Counsel
21 and drafts of prior agreements or proposals.

22 **Section 6.05: Waiver of Compliance**

23 Any failure of any Party, Class Counsel, or Defense Counsel to comply with any obligation,
24 covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing,
25 to the extent permitted under applicable law, by the Party or Parties and their respective counsel
26 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
27 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition
28 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

1 **Section 6.06: Counterparts and Electronic Signatures**

2 This Agreement, and any amendments hereto, may be executed in any number of
3 counterparts, and any Party and/or their respective counsel may execute any such counterpart, each
4 of which when executed and delivered shall be deemed to be an original. All counterparts taken
5 together shall constitute one instrument. A fax, PDF, or electronic signature on this Agreement shall
6 be as valid as an original signature.

7 **Section 6.07: Meet and Confer Regarding Disputes**

8 Should any dispute arise among the Parties or their respective counsel regarding the
9 implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet
10 and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

11 **Section 6.08: Agreement Binding on Successors**

12 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
13 of each of the Parties.

14 **Section 6.9: Cooperation in Drafting**

15 The Parties have cooperated in the negotiation and preparation of this Agreement. This
16 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
17 was the drafter or participated in the drafting of this Agreement.

18 **Section 6.10: Fair and Reasonable Settlement**

19 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
20 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
21 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
22 further believe that the Settlement is consistent with public policy, and fully complies with applicable
23 law. The Parties further acknowledge that they are each represented by competent counsel and have
24 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
25 Settlement.

26 **Section 6.11: Headings**

27 The descriptive heading of any section or paragraph of this Agreement is inserted for
28 convenience of reference only and does not constitute a part of this Agreement and shall not be

1 considered in interpreting this Agreement.

2 **Section 6.12: Notice**

3 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
4 communications under this Agreement must be in writing and addressed as follows:

5 *To Plaintiff and the Class:*

6 Harout Messrelian
7 Maralle Messrelian
8 MESSRELIAN LAW INC.
9 500 N. Central Ave., Suite 840
10 Glendale, California 91203
11 T: (818) 484-6531
12 E: hm@messrelianlaw.com
13 maralle@messrelianlaw.com

14 And

15 *To Defendant:*

16 Alison L. Tsao
17 Candace DesBaillets
18 CDF LABOR LAW LLP
19 600 Montgomery Street, Suite 440
20 San Francisco, California 94111
21 T: (415) 981-3233
22 E: atsao@cdflaborlaw.com
23 cdesbaillets@cdflaborlaw.com

24 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

25 To the extent consistent with class action procedure, this Agreement shall be enforceable by
26 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of
27 Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or
28 the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt
the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court
shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the
fullest extent to enforce and effectuate the terms and intent of this Agreement.

29 **Section 6.14: Mutual Full Cooperation**

30 The Parties agree fully to cooperate with each other to accomplish the terms of this

1 Agreement, including but not limited to execution of such documents, and taking such other action
2 as may reasonably be necessary to implement the terms of this Agreement. The Parties to this
3 Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to
4 effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the
5 form or content of any document needed to implement the Settlement (after execution of this
6 agreement), or on any supplemental provisions that may become necessary to effectuate the terms of
7 the Settlement, the Parties agree to seek the assistance of the Court.

8 **Section 6.15: Authorization to Act**

9 Class Counsel represent and warrant that they are authorized by Plaintiff, and Defense
10 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
11 effectuate the terms of this Agreement, except for signing documents, including but not limited to
12 this Agreement, that are required to be signed by the Parties. Defendant represents and warrants that
13 the individual executing this Agreement on its behalf has the full right, power, and authority to enter
14 into this Agreement and to carry out the transactions contemplated herein.

15 **Section 6.16: No Publicity**

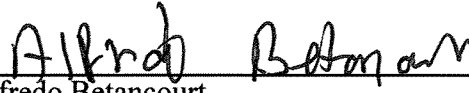
16 Plaintiff and his counsel agree not to publicize the amount or the terms of this Settlement
17 Agreement in any way, including through social media, press releases, initiating contact with the
18 press, responding to any press inquiries, or communicating with the press. Neither Plaintiff nor his
19 counsel shall hold a press conference or otherwise seek to affirmatively publicize the terms of this
20 Settlement Agreement. If contacted by the media regarding this Settlement Agreement, Plaintiff
21 and his counsel will state, "It was a fair settlement and we are happy with the results" or something
22 to that effect. Additionally, neither Plaintiff nor his counsel shall engage in any disparagement of
23 Defendant of any type related to this Settlement Agreement.

24 **Section 6.17: No Reliance on Representations**

25 The Parties have made such investigation of the facts and the law pertaining to the matters
26 described herein and to this Agreement as they deem necessary, and have not relied, and do not
27 rely, on any statement, promise, or representation of fact or law, made by any of the other Parties,
28 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or

1 asserted rights, or with regard to the advisability of making and executing this Agreement, or with
2 respect to any other matters. No representations, warranties, or inducements, except as expressly
3 set forth herein, have been made to any party concerning this Agreement.

4 Dated: September 6, 2024



Alfredo Betancourt
Plaintiff

7 Dated: September __ __, 2024

Melissa Little, Sr Director, Human Resources
L3 TECHNOLOGIES, INC.

9 APPROVED AS TO CONTENT AND FORM:

11 Dated: September 6, 2024



Harout Messrelian
Maralle Messrelian
MESSRELIAN LAW INC.
Attorneys for Plaintiff

16 Dated: September ____, 2024

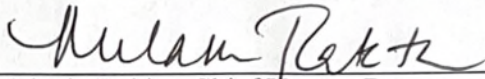
Alison L. Tsao
Candace DesBaillets
CDF LABOR LAW LLP
Attorneys for Defendant

1 asserted rights, or with regard to the advisability of making and executing this Agreement, or with
2 respect to any other matters. No representations, warranties, or inducements, except as expressly
3 set forth herein, have been made to any party concerning this Agreement.

4 Dated: September ____, 2024

Alfredo Betancourt
Plaintiff

7 Dated: September 30, 2024


Melanie Rakita, Chief Human Resources Officer
L3 TECHNOLOGIES, INC.

9 APPROVED AS TO CONTENT AND FORM:
10
11

12 Dated: September ____, 2024

Harout Messrelian
Maralle Messrelian
MESSRELIAN LAW INC.
Attorneys for Plaintiff

15
16 Dated: ~~September~~ ^{October 8} ____, 2024


Alison L. Tsao
Candace DesBaillets
CDF LABOR LAW LLP
Attorneys for Defendant

EXHIBIT A

Alfredo Betancourt v. L3 Technologies, Inc.
Case No. 23CIV05704
Superior Court of the State of California, for the County of San Mateo
Notice of Class and PAGA Action Settlement and Release

You are not being sued. This notice affects your rights. Please read it carefully.

To: All class members in this action, which include all current and former hourly, non-exempt employees of Defendant L3 Technologies, Inc. within the State of California from January 31, 2021 and ending on [enter date]; all current and former hourly, non-exempt employees who worked for Defendant's Sylmar, CA facility at any time during the period of August 27, 2018 to December 31, 2021; and all current and former hourly, non-exempt employees who worked for Defendant's Anaheim and Gardena, CA facilities at any time during the period beginning October 5, 2019 and ending on [enter date] ("Class Members").

All California Private Attorney General Act ("PAGA") group members, which include all current or former hourly, non-exempt employees of Defendant L3 Technologies, Inc. within the State of California from January 31, 2021 and ending on [enter dates] "PAGA Members").

On [enter date], the Honorable Jeffrey R. Finigan of the San Mateo County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant's records indicate that you are a Class Member as defined above, and are therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [enter time] on [enter date] in Department 24 of the San Mateo County Superior Court, located at the 400 County Center, Redwood City, CA 94063.

If you move, you must notify the Settlement Administrator of your new address (the Settlement Administrator can be contacted toll free at 1-***-***-****); otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiff Alfredo Betancourt, on behalf of himself and other current and former hourly, non-exempt employees who worked for Defendant L3 Technologies, Inc. alleges the following claims against Defendant: (1) Failure to Provide Rest Breaks; (2) Failure to Provide Meal Periods; (3) Failure to Pay Minimum Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Indemnify; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Pay Wages Owed Every Pay Period; (9) Unfair Competition; and (10) Penalties Under the Private Attorneys General Act ("PAGA"). Defendant denies these allegations.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case.

Counsel for Plaintiff, who have been appointed by the Court to represent the class for the purposes of this Settlement—Messrelan Law Inc. ("Class Counsel")—have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class

Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of the Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying claims in exchange for a Gross Settlement Amount of \$1,815,000.00. This amount is inclusive of: (1) Individual Settlement Payments to all Settlement Class Members; (2) an Enhancement Payment of up to \$2,000 to Plaintiff Alfredo Betancourt for his services on behalf of the class; (3) Attorneys' Fees of no more than \$605,000 and Litigation Expenses of no more than \$5,000 to Class Counsel for all work performed and expenses incurred from prosecution of the claims alleged; (4) PAGA Penalties of \$200,000 for settlement of the PAGA claim, inclusive of a \$150,000 payment to the California Labor and Workforce Development Agency ("LWDA") and a \$50,000 payment (the "PAGA Settlement Amount") to PAGA Members; and (5) Settlement Administration Costs not to exceed \$20,000 to the Settlement Administrator for its costs and fees incurred to administer the Settlement. After deducting the above payments, a total of approximately \$983,000 will be allocated to Class Members who do not opt out of the class portion of the Settlement ("Net Settlement Amount"). Additionally, all PAGA Members will be allocated a proportional share of the \$50,000 PAGA Settlement Amount, regardless of whether they opt out of the class portion of the Settlement. PAGA claims are brought by a plaintiff(s) on behalf of the State of California against an employer to recover civil penalties for purported Labor Code violations that occurred against the plaintiff and other allegedly aggrieved employees during their employment. PAGA Members in this Settlement cannot opt out of the PAGA portion of the Settlement because it is effectively the "state's" settlement.

Payments from Net Settlement Amount. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: First, Defendant will calculate the total aggregate number of Eligible Workweeks from August 27, 2018 to December 31, 2021 to Class Members employed at Defendant's Sylmar, CA facility, from October 5, 2019 to [enter date] for Class Members employed at Defendant's Anaheim and Gardena, CA facilities, and January 31, 2021 to [enter date] for all other Class Members ("Class Period"). Next, the Net Settlement Amount will be divided by the total aggregate number of Eligible Workweeks identified, resulting in the "Class Workweek Value." Defendant will then calculate each Class Member's number of Eligible Workweeks during the Class Period and multiply that number by the Class Workweek Value, resulting in each Class Member's share of the Net Settlement Amount. The Individual Class Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, or if there are any successful disputes to Class Members' number of Eligible Workweeks, the Settlement Administrator shall proportionately increase or decrease each Settlement Class Member's share of the Net Settlement Amount according to the number of Eligible Workweeks, so that the amount distributed to the Settlement Class Members equals 100% of the Net Settlement Amount.

According to Defendant's records, you have a total of [enter value] Eligible Workweeks during the Class Period. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$[enter amount].

Payments from PAGA Settlement Amount. To determine each PAGA Member's estimated share of the PAGA Settlement Amount, the Settlement Administrator will use the following formula: First, Defendant will calculate the total aggregate number of Eligible Workweeks from January 31, 2021 and ending on [enter date] ("PAGA Period"). Next, the PAGA Settlement Amount (\$[enter amount]) will be divided by the total aggregate number of Eligible Workweeks, resulting in the "PAGA Workweek Value." Defendant will then calculate each PAGA Member's number of Eligible Workweeks during the PAGA Period, and multiply that number by the "PAGA Workweek Value", resulting in each PAGA Member's share of the PAGA Settlement Amount. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, et seq. and the PAGA Member will be mailed their portion of the PAGA Settlement Amount even if they submit a Request for Exclusion. If there are any successful disputes by a PAGA Members regarding the number of their Eligible Workweeks, the Settlement Administrator shall proportionately increase or decrease each PAGA Member's share of the PAGA Settlement Amount according to the number of Eligible Workweeks, so that the amount distributed to the PAGA Members equals 100% of the PAGA Settlement Amount.

According to Defendant' records, you have a total of [] Eligible Workweeks during the PAGA Period. Accordingly, your estimated payment from the PAGA Settlement Amount is \$ [].

Your Total Estimated Payment: Based on the above, your total estimated payment from the Settlement is \$ []. If you believe the information regarding Eligible Workweeks during the Class Period or PAGA Period provided above is incorrect, please contact the Settlement Administrator to dispute the information.

When writing to the Settlement Administrator to dispute the information, please include: (1) this case's name and case number (which are listed at the top of the first page of this document); (2) your full name, address, and telephone number; and (3) all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). Sign, date, and mail (by First Class U.S. Mail or equivalent) or fax the dispute to the address below.

[Name]
CPT GROUP Class Action Administrators
c/o []
[Mailing Address]
Fax No. []

The dispute must be postmarked or faxed not later than []. If you submit a dispute which is not postmarked or faxed by [], your dispute will be rejected. Defendant' records will control the number of your Eligible Workweeks during the Class Period and/or PAGA Period unless you are able to provide a dispute and documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting the payments they are allocated under the Settlement. Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they are allocated under the Settlement. For purposes of this Settlement, 30% of Individual Class Settlement Payments will be allocated as wages for which IRS Forms W-2 will be issued, and 70% will be allocated as expense reimbursements, interest and penalties for which IRS Forms 1099 will be issued. For purposes of this settlement, 100% of Individual PAGA Settlement Payments shall be allocated as penalties for which IRS Forms 1099 will be issued.

Your Options Under the Settlement

Option 1 – Automatically Be Mailed a Payment from the Settlement

If you want to participate in the Settlement, then no further action is required on your part. You will automatically be mailed your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a Individual Settlement Payment for your share of the Settlement . In addition, you will be deemed to have released or waived the Class Released Claims and PAGA Released Claims:

Class Released Claims: All claims under federal, state or local law, that were asserted or could have been asserted based on the facts, claims, and theories expressly pleaded in the Complaint; the facts, claims or theories expressly raised in Plaintiff’s notice to the LWDA dated January 31, 2022, regarding Defendant; and/or any facts, claims or theories arising under any applicable IWC Wage Orders, including claims for: (1) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198); (2) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198); (3) Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197, and 1198); (4) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198); (5) Failure to Indemnify (Lab. Code §§ 1198 and 2802); (6) Wage Statement Penalties (Lab. Code § 226); (7) Waiting Time Penalties (Lab. Code §§ 201–203); (8) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204); (9) Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and (10) Penalties Under the Private Attorneys General Act (“PAGA”) (Lab. Code §§ 2698, et seq.).

PAGA Released Claims: Any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted based upon the facts, claims and theories expressly pleaded in the Complaint, and/or any facts, claims, or theories set forth in the LWDA Notice against Defendant dated January 31, 2022, including but not limited to, claims for civil penalties for alleged Labor Code violations under the PAGA, including the alleged (1) failure to pay wages for all hours worked; (2) failure to pay overtime wages, (3) failure to provide meal and rest breaks, (4) unreimbursed business expenses, (5) failure to keep accurate and complete payroll records, (6) failure to provide accurate wage statements, (7) failure to provide suitable seating, and (8) failure to pay wages due on separation of employment.

Option 2 – Request Exclusion From the Non-PAGA Portion of the Settlement

If you do not wish to participate in the class portion of the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class and PAGA Action Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement. The written Request for Exclusion must also include: (1) this case’s name and case number (which are listed at the top of the first page of this document); and (2) your full name, address, telephone number, and last 4 digits of your social security number, or, if applicable, the corresponding information for your authorized representative. Sign, date, and mail (by First Class U.S. Mail or equivalent) or fax the Request for Exclusion to the address below.

[Name]
CPT Group Class Action Administrators
c/o _____
[Mailing Address]
Fax No. _____

The Request for Exclusion must be postmarked or faxed not later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked or faxed by [REDACTED], your Request for Exclusion will be rejected, and you will be included in the Class portion of the Settlement.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not be mailed a payment from the Net Settlement Amount.
- Not release the Class Released Claims as defined above.
- You will still release the PAGA Released Claims and be mailed a payment from the PAGA Settlement Amount if you are a PAGA Member. As stated above, you cannot opt out of the PAGA portion of the Settlement or opt out of being mailed a payment from the PAGA Settlement Amount if you are a PAGA Member.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the Settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) this case's name and case number (which are listed at the top of the first page of this document); (2) your full name, address, telephone number, and last 4 digits of your social security number or, if applicable, the corresponding information for your authorized representative; (3) a written statement of all grounds for the objection; (4) copies of any papers, briefs, or other documents upon which the objection is based; (5) a statement whether you intend to appear at the Final Approval hearing; and (6) your signature. The objection must be mailed (by First Class U.S. Mail or equivalent) or faxed to the address below,

[Name]
CPT Group Class Action Administrators
c/o [REDACTED]
[Mailing Address]
Fax No. [REDACTED]

All written objections must be received by the Settlement Administrator not later than [REDACTED], 2025. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above in Option 2. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only (*i.e.*, you must choose between Option 2 or Option 3)

You may also, if you wish, appear at the Final Fairness Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in Department 24 of the San Mateo County Superior Court located at 400 County Center., Redwood City, CA 94603, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you may still be entitled to the money from the Settlement. If the Court overrules your objection, you will be deemed to have released the Class Released Claims (in addition to the PAGA Released Claims).

Additional Information

This Notice of Class and PAGA Action Settlement is only a summary of the case and the settlement. For the complete terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Class and PAGA Action Settlement and Release (the “Settlement Agreement”), which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of San Mateo’s Electronic Filing and Service Website at <https://sanmateo.courts.ca.gov/online-services/e-filing>, or (b) in person at Superior Court of California, County of San Mateo, 400 County Center, Redwood City, CA 94063, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. Further information regarding this case can also be found on the Settlement Administrator’s website [INSERT WEBSITE ADDRESS].

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, CPT Group Class Action Administrators, toll free at 1-***-***-****. In addition, contact information for Class Counsel, as well as Defendant’ attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant L3 Technologies, Inc.</u>
Harout Messrelian Messrelian Law Inc. 500 N. Central Ave., Suite 840 Glendale, California 91203 Telephone: (818) 484-6531	Alison L. Tsao CDF Labor Law LLP 600 Montgomery Street Suite 440 San Francisco, CA 94111 Telephone: 415-981-3233

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.