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Attorneys for Plaintiff Leopoldo Ariola

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LEOPOLDO ARIOLA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

RAYTHEON (CA) TECHNOLOGIES
CORPORATION, a Delaware corporation;
RAYTHEON COMPANY, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV10195

Honorable David S. Cunningham III
Department 11

CLASS ACTION

**DECLARATION OF BRIAN J. ST.
JOHN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: June 8, 2026
Hearing Time: 9:00 a.m.
Department: 11

Complaint Filed: May 5, 2023
FAC Filed: February 3, 2025
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Leopoldo Ariola (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On June 6, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents, including the Declaration of Matthew Richard Soto in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Declaration of Matthew Richard Soto”), seeking approval of the settlement reached by the Parties. The Declaration of Matthew Richard Soto included the First Amended Joint Stipulation of Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Raytheon (CA) Technologies Corporation and Raytheon Company (together, the “Defendants”), on the other hand, attached thereto as “EXHIBIT 2.”

3. On November 21, 2025, the Court issued a Minute Order regarding Plaintiff’s Motion for Preliminary Approval wherein the Court informed the Parties that the Settlement Agreement submitted to the Court was not text searchable), directed Plaintiff to file corrected papers with an Optical Character Recognition (OCR) text-searchable version of the Settlement Agreement, and continued the hearing on Plaintiffs’ Motion for Preliminary Approval to June 8, 2026 at 9:00 a.m. in Department 11 of the above-captioned Court.

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1 4. In compliance with the Court’s direction, an Optical Character Recognition (OCR)
2 text-searchable version of the Settlement Agreement is attached hereto as “**EXHIBIT 1**” and
3 confirmed to be in a fully text-searchable format.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on this 30th day of December 2025, at Glendale, California.

7 

8 _____
Brian J. St. John

EXHIBIT 1

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Technologies Corporation and Raytheon Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LEOPOLDO ARIOLA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

RAYTHEON (CA) TECHNOLOGIES
CORPORATION, a Delaware corporation;
RAYTHEON COMPANY, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV10195

CLASS ACTION

**FIRST AMENDED JOINT STIPULATION
OF CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT (“PAGA”)
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: May 5, 2023

Trial Date: None set

This First Amended Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement and Release (“Settlement Agreement”, “Settlement”, or “Agreement”) is made and entered into between Plaintiff Leopoldo Ariola (“Plaintiff” or “Class Representative”) on the one hand, individually and on behalf of the Class and Aggrieved Employees (as defined below), by and through their counsel of record, Lawyers *for* Justice, P.C. (“Class Counsel”), and Defendants Raytheon Company and Raytheon (CA) Technologies Corporation (“Defendants”) on the other hand, by and through their counsel of record, Seyfarth Shaw LLP, subject to the approval of the Court, as provided below. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as Party.

Pursuant to sections 31 of the Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement and Release executed by the Parties (as defined herein) on approximately January 7, 2025 (“Original Agreement”), this Agreement is intended to amend the terms of, and shall supersede, the Original Agreement and, upon full execution of this Agreement, the Original Agreement shall be deemed null and void.

This Settlement Agreement is intended by Plaintiff and Defendants to fully, finally, and forever resolve, discharge, and settle the Released Class Claims (as defined below) and Released PAGA Claims (as defined below), upon and subject to the terms and conditions herein, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms shall be defined as set forth below:

- 1.1 “Actions” refers to the civil actions entitled: *Leopoldo Ariola v. Raytheon Company, et al.*, Case No. 23STCV10195, in the Superior Court of California, County of Los Angeles (the “Class Action”) and *Leopoldo Ariola v. Raytheon Company, et al.*, Case No. 23TRCV01456, in the Superior Court of California, County of Los Angeles (the “PAGA Action”).
- 1.2 “Aggrieved Employee(s)” refers to all current and former non-exempt employed by Defendants in the State of California at any time between March 1, 2022 through November 28, 2024 (“PAGA Period”).
- 1.3 “Class” or “Class Members” refers to all non-exempt employees of Defendants in the State of California at any time between May 5, 2019 through November 28, 2024 (“Class Period”). The term “Class Member” refers to both Participating and Non-Participating Class Members, including Non-Participating Class Members who qualify as Aggrieved Employees.
- 1.4 “Class Counsel” refers to Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Matthew Richard Soto of Lawyers *for* Justice, P.C.
- 1.5 “Class Counsel Fees and Costs Award” refers to the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and costs, respectively, incurred to prosecute the Actions, subject to Court approval.

- 1.6 “Class Data” means a complete list of all Class Members’ identifying information and data that Defendants’ will diligently and in good faith compile from their records and provide to the Administrator. The Class Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include the Class Members’ full name, last-known mailing address and email, Social Security number, last known telephone numbers, start and end dates worked for Defendants during the Class Period (as defined below) and during the PAGA Period (as defined below), and the number of Workweeks (as defined below) and the number of PAGA Pay Periods (as defined below).
- 1.7 “Class Member Address Search” means the Settlement Administrator’s (as defined below) investigation and search for Class Members’ and Aggrieved Employees’ most current mailing addresses using all reasonably available sources, methods, and means including but not limited to the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Settlement Administrator with Class Members or Aggrieved Employees.
- 1.8 “Class Notice” refers to the “Court Approved Notice of Class Action Settlement And Hearing Date for Final Court Approval,” informing Class Members of the following: the nature of the Actions; a summary of the terms of the Settlement; the definition of the Class; the definition of the Aggrieved Employees; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement; the date and location of the Final Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the number of Workweeks credited to each Class Member; the number of PAGA Pay Periods credited to each Aggrieved Employee (if applicable); and the procedure for disputing the number of Workweeks and PAGA Pay Periods credited; the estimated Individual Settlement Share of the Class Member and the estimated Individual PAGA Payment (if applicable). The Class Notice will be mailed to Class Members in English and Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.9 “Class Period” refers to the period from May 5, 2019 through November 28, 2024.
- 1.10 “Class Representative” refers to Plaintiff Leopoldo Ariola.
- 1.11 “Class Representative Service Award” means the payment to the Class Representative in the amount of up to Twenty Two Thousand Dollars and Zero Cents (\$22,000.00) subject to Court approval, for initiating the Actions, for serving as a representative of the Class, and providing services in support of the Actions.

- 1.12 “Class Settlement” means the settlement and resolution of the Released Claims (as defined below).
- 1.13 “Court” means the Superior Court of California, County of Los Angeles.
- 1.14 “Effective Date” refers to the date the Court’s order approving the settlement and judgment thereon becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of the following events: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (*i.e.*, 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement.
- 1.15 “Final Approval Hearing” refers to the Court’s hearing at which the Court will make a final determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.
- 1.16 “Final Approval Order” refers to the final order by the Court approving the Settlement following the Final Approval Hearing.
- 1.17 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment Defendants shall be obligated to make except as provided in Paragraph 6 below: Six Million Five Hundred Thousand Dollars And No Cents (\$6,500,000.00) plus all employer-side payroll taxes. The Gross Settlement Amount shall include all Individual Class Payments, Individual PAGA Payments, the LWDA Payment, the Court-approved Class Representative Service Award, the Court-approved Settlement Administration Costs, and the Court-approved Class Counsel Fees and Costs Award. The Gross Settlement Amount is non-reversionary.
- 1.18 “Individual Class Payment” refers to the net payment of each Participating Class Member’s Individual Class Share, after reduction for the employee’s share of payroll taxes and withholdings with respect to the Wages Portion of the Individual Class Share, as provided in 7.1.1 herein.
- 1.19 “Individual Class Share” means the pro rata share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 7.1.1 herein, which is inclusive of employee’s share of taxes and withholdings with respect to the Wages Portion of the Class Settlement
- 1.20 “Individual PAGA Payment” refers to each Aggrieved Employee’s *pro rata* share of the PAGA Penalties that an Aggrieved Employee will be eligible

to receive under the PAGA Settlement (as defined below), to be calculated pursuant to the formula described in Paragraph 7.2.2 below.

- 1.21 “Judgment” refers to the judgment entered by the Court based upon the Final Approval Order.
- 1.22 “LWDA” means the California Labor and Workforce Development Agency.
- 1.23 “LWDA Payment” refers to the \$712,500 amount the Parties have agreed to pay the Labor and Workforce Development Agency (“LWDA”) in connection with the settlement of Plaintiff’s PAGA claims, representing 75% of the PAGA Payment.
- 1.24 “Net Settlement Amount” (also referred to herein as “NSA”) shall be defined as the Gross Settlement Amount, minus the Court-approved Class Representative Service Award, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the PAGA Payment. The remainder is to be paid to Participating Class Members (as defined below) as Individual Class Payments. The NSA is the maximum amount that shall be available for distribution to and on behalf of Class Members for Class Member Payments.
- 1.25 “Non-Participating Class Member” refers to any Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.
- 1.26 “Notice of Objection” means a Class Member’s written objection to the Settlement, which must include: (a) the case name and number of the Actions; (b) the objector’s full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement indicating that the Class Member objects to the Settlement and providing all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Notices of Objection must be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline (as defined below).
- 1.27 “Operative Complaint” refers to the First Amended Complaint to be filed in the Class Action as described Paragraph 3.1 below.
- 1.28 “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. *et seq.*). Unless otherwise specified, all citations and references to PAGA are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions and this

Settlement (as defined below) pursuant to California Labor Code section 2699, subd. (v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

- 1.29 “PAGA Notice” means Plaintiff Leopoldo Ariola’s letter, submitted on March 1, 2023, to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.30 “PAGA Payment” refers to the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the total amount of \$950,000.00. Under PAGA, 75% of the PAGA Payment will be paid to the LWDA (the “LWDA Payment”). The remaining 25% of the PAGA Payment will be distributed to Aggrieved Employees.
- 1.31 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32 “PAGA Penalties” means the \$237,500 amount the Parties have agreed to pay the Aggrieved Employees in connection with the settlement of their claims under PAGA, representing 25% of the PAGA Payment.
- 1.33 “PAGA Period” refers to March 1, 2022 through November 28, 2024. The PAGA Period shall be the Release Period for the Aggrieved Employees.
- 1.34 “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims (as defined below).
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff’s Released Claims” are those claims defined in Paragraph 13.3 that are released solely by Plaintiff against the Released Parties.
- 1.37 “Preliminary Approval” refers to the date the Court grants preliminary approval of the Settlement.
- 1.38 “Preliminary Approval Order” refers to the Court’s Order granting Preliminary Approval of the Settlement.
- 1.39 “Released Claims” refers to the collective claims defined in Paragraphs 13.1, 13.2, and 13.3 that are released by Participating Class Members, Aggrieved Employees, and Plaintiff, respectively.
- 1.40 “Released Class Claims” refers to those claims defined in Paragraph 13.1 that are released by Participating Class Members.

- 1.41 “Released PAGA Claims” refers to those claims defined in Paragraph 13.2 that are released by Aggrieved Employees.
- 1.42 “Released Parties” means: Defendant Raytheon Company, Defendant Raytheon (CA) Technologies Corporation, and each of their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.
- 1.43 “Request for Exclusion” means a Class Member’s timely and valid submission of a written request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and case number of the Actions; (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be submitted in accordance with Paragraph 16.
- 1.44 “Response Deadline” refers to a date that is 50 calendar days after the date that the Class Notice is initially mailed to Class Members and Aggrieved Employees, and is the deadline by which any Class Member may postmark his or her Notice of Objection to the Settlement, Request for Exclusion, or Workweek and/or PAGA Pay Period dispute. Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.
- 1.45 “Settlement Administration Costs” refers to the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and costs incurred in the execution of its duties under this Settlement, as approved by the Court in connection with Preliminary Approval of the Settlement.
- 1.46 “Settlement Administrator” or “Administrator” refers to Simpluris, the neutral entity that the Parties have agreed to administer the settlement notice process and funding and distribution of the Gross Settlement Amount, as defined below, and the related matters. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- 1.47 “Workweek(s)” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. Procedural History, Recitals, Filing of First Amended Complaint.

- 2.1 On or about May 5, 2023, Plaintiff filed a Class Action Complaint in the Superior Court of California for the County of Los Angeles.
- 2.2 Plaintiff's Class Action Complaint for Damages ("Class Action Complaint") alleged causes of action for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226.7(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California's Business & Professions Code §§ 17200, *et seq.* ("UCL").
- 2.3 On or about March 1, 2023, Plaintiff submitted his PAGA notice to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3.
- 2.4 On or about May 5, 2023, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("PAGA Action Complaint"), asserting civil penalties for the same Labor Code violations alleged in the Class Action Complaint in the Superior Court of California for the County of Los Angeles.
- 2.5 On or about June 13, 2023, Defendants filed a Notice of Removal of the Class Action to the United States District Court Central District of California.
- 2.6 On or about June 14, 2023, Defendants filed a Notice of Removal of the PAGA Action to the United States District Court Central District of California.
- 2.7 On July 17, 2024, the Parties participated in a mediation session before mediator Paul Grossman, Esq. an experienced mediator who has mediated numerous wage-hour class actions. The case resolved after Mr. Grossman issued a mediator's proposal that the Parties accepted on July 31, 2024.
- 2.8 On August 21, 2024, the Parties agreed to stipulate to remand the Actions to state court solely for the approval of the Settlement. If for any reason the Settlement is not approved, the Actions will be returned to its original pre-mediation posture in the United States District Court Central District of California before the Honorable Michael W. Fitzgerald.

- 2.9 On August 22, 2024 the United States District Court Central District of California remanded the Class Action and PAGA Action to the Superior Court of California for the County of Los Angeles.
- 2.10 Defendants deny each of the claims in the Class Action Complaint and PAGA Action Complaint, and further deny that they are liable to Plaintiff, the Class, or Aggrieved Employees and further deny that, for any purpose other than settling these Actions, these Actions are appropriate for class action or representative treatment.
- 2.11 Prior to mediation Plaintiff obtained, through informal discovery, relevant wage and hour policies and procedures, such as meal and rest break policies, and time and payroll records for the entire Class. The Parties agree that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). Class Counsel represents that they have thoroughly investigated the claims against Defendants. Class Counsel represents that they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of these Actions. Class Counsel represents that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendants, and the potential defenses thereto. Plaintiff and Defendants have had an opportunity to evaluate their respective positions on the merits of the claims asserted.
- 2.12 Class Counsel also has engaged in intensive arms-length negotiations with counsel for Defendants with a view toward achieving substantial benefits for the Class, while avoiding the cost, delay and uncertainty of further litigation, trial, and appellate review.
- 2.13 As a consequence of said negotiations, and of Class Counsel's investigation, analysis and discovery, Plaintiff and Class Counsel determined to enter into this Settlement Agreement on the terms and conditions hereinafter set forth, believing such Settlement to be fair, reasonable, and adequate and in the best interests of Class Members. Plaintiff and Class Counsel have determined to execute this Settlement Agreement and urge approval by the Court of the proposed Settlement after considering: (1) the substantial factual and legal defenses asserted by Defendants to the claims asserted in these Actions; (2) the potential difficulties Plaintiff and Class Members would encounter in establishing the elements of their claims; (3) the substantial benefits that Class Members shall receive pursuant to the proposed Settlement; (4) the fact that the proposed Settlement ensures that Class Members shall receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (5) the fact that the proposed Settlement allows persons who would otherwise fall

within the definition of the Class, if they so desire, to opt out of the Settlement and individually pursue the claims alleged in the Actions.

- 2.14 As set forth above, without admitting any wrongdoing or liability, Defendants are willing to agree to the terms of the proposed Settlement provided that all of the Released Claims (as defined below) are settled and compromised, in order to fully resolve all issues relating to the subject matter of the Actions.

- 2.15 The Court has not granted class certification in the Actions.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release and dismissal of all Released Class Claims, Released PAGA Claims, and Released Plaintiff's Claims; Plaintiff, on behalf of himself and as the Class Representative on behalf of the Class and Aggrieved Employees, Class Counsel, and Defendants agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. Filing of First Amended Complaint, Dismissal of PAGA Action.

- 3.1 First Amended Complaint: Class Counsel shall prepare a First Amended Complaint in the Class Action for Defense Counsel's review and approval within thirty (30) days after this Settlement Agreement is fully executed. The First Amended Complaint shall include all of the claims that were originally filed in the Class Action and shall also include the claims in the PAGA Action. The First Amended Complaint shall conform with the class definition that is set forth in this Agreement. The Parties agree that, before the filing of a Motion for Preliminary Approval, Plaintiff will file a joint stipulation requesting that the Court grant leave to file the First Amended Complaint for settlement purposes. Defendants shall not be required to file an answer to the First Amended Complaint and no affirmative or other defense shall be considered waived as to the First Amended Complaint, if the Court does not grant Final Approval of the Settlement.

- 3.2 Requests to Stay and to Dismiss the PAGA Action. Within thirty (30) days after the Settlement Agreement is fully executed and before filing the Motion for Preliminary Approval, Plaintiff shall file a Notice of Settlement in the PAGA Action, which will include a request to stay the PAGA Action pending Final Approval of the Settlement in the Class Action and the occurrence of the Effective Date. The Settlement of the Class Action shall encompass the Settlement of the PAGA Action. Within ten (10) days after Defendants fully fund the GSA to the Settlement Administrator, Plaintiff shall file a request for dismissal without prejudice in the PAGA Action.

4. Stipulation to Certification and Limitation on Effect of Settlement.

- 4.1 The Settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class is appropriate or proper or that Plaintiff could

establish any of the requisite elements for class or representative action treatment of any of the claims in the Actions. For purposes of this Settlement only, the Parties stipulate to the certification of the Class under California Code of Civil Procedure Section 382. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, Defendants expressly reserve all rights to challenge certification of a class on all available grounds.

5. Establishment of the GSA.

- 5.1 Under the Settlement, Defendants shall pay a GSA of no more than **\$6,500,000**, except as otherwise provided by the Escalator Clause in Paragraph 6 below, plus all employer-side payroll taxes owed on the Wages Portion of the Individual Class Shares.
- 5.2 The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. This Settlement shall be made on a non-claims-made basis and will be non-reversionary.
- 5.3 Payment by Defendants pursuant to this Settlement Agreement shall settle all Released Claims between the Released Parties and Participating Class Members (including all Aggrieved Employees), including all Individual Class Payments, the Court-approved Class Representative Service Award, the Court-approved Settlement Administration Costs, the Court-approved PAGA Payment, and the Court-approved Class Counsel Fees and Costs Award.

6. Escalator Clause.

Based on their records, Defendants represent and estimate that there are 259,564 total Workweeks between May 5, 2019 and July 17, 2024 (the date of mediation). If the actual number of Workweeks during this timeframe exceeds 259,564 by more than 10% (i.e., at least 285,521 total Workweeks), the Gross Settlement Amount will be increased by the actual percentage above the 10% threshold. For example, if the number is 11% higher, then the Gross Settlement Amount will be increased by 1%.

7. Calculation of the NSA and Distribution of Settlement Proceeds.

- 7.1 This Settlement shall be a “non-claims-made” settlement. Each Class Member will be entitled to a share of the NSA for the Individual Class Payment in accordance with the formula set forth below. Payments will be made from the NSA only to Participating Class Members, as set forth herein. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Assuming the Court

approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$2,988,500.

- 7.1.1 Each Participating Class Member will be paid a portion of the NSA in accordance with the following formula:

After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Class Share that he or she may be eligible to receive under the Settlement.

After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Class Share

- 7.2 Subject to Court-approval, a PAGA Payment in the amount of **\$950,000** shall be paid from the GSA with 75% (**\$712,500**) allocated to the LWDA Payment and 25% (**\$237,500**) allocated to PAGA Penalties.

- 7.2.1 Each Aggrieved Employee will be entitled to a share of the PAGA Penalties (aka the 25% of the PAGA Payment payable to Aggrieved Employees) in accordance with the formula set forth below. Payments will be made from the PAGA Penalties only to Aggrieved Employees as set forth herein. Assuming the Court approves the PAGA Payment stipulated to by the Parties, the PAGA Penalties are estimated to be **\$237,500**.

- 7.2.2 Each Aggrieved Employee will be paid a portion of the PAGA Penalties in accordance with the following formula:

The Settlement Administrator will calculate each Individual PAGA Payment by dividing the PAGA Penalties by the total number of PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period to yield the “PAGA Pay Period Rate.” The Settlement Administrator will then multiply the number of PAGA Pay Periods each Aggrieved Employee worked during the PAGA Period by the PAGA Pay Period Rate to yield their Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Aggrieved Employees will be sent their Individual PAGA Payment whether or not they are a Non-Participating Class Member.

7.2.3 If the Court approves a PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the NSA. Any change in the requested PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall remain in effect. However, approval of an amount to be allocated to the PAGA Payment is a material term of this Agreement. If the Court does not approve any PAGA Payment without leave to amend, then the entire Agreement will be, at Defendants' sole discretion, void and unenforceable. In such case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as if this Agreement had not been executed except that the costs of administration shall be borne by Defendants.

7.3 Payments to Class Members and Aggrieved Employees pursuant to this Settlement Agreement are not intended by the Parties to be compensation for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

8. Class Counsel Fees and Costs Award.

Class Counsel shall move for Class Counsel Fees and Costs Award contemporaneous with the motion for the Final Approval Order requesting, and to which Defendants agree to not oppose, Class Counsel Fees of not more than **\$2,470,000** (*i.e.*, 38% of the GSA), plus a Costs Award up to \$45,000. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Costs Award. If the Court awards a lower amount of Class Counsel Fees or Costs Award requested by Class Counsel, the other terms of this Agreement shall apply. Should the Court approve Class Counsel Fees or Costs Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Participating Class Members as described in Paragraph 7.1.1 of this Settlement Agreement. The award of Class Counsel Fees or Costs Award in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate this Agreement.

9. Class Representative Service Award.

Class Counsel shall file a motion requesting a Class Representative Service Award, to which Defendants agree not to object, of up to **\$22,000** to Plaintiff from the GSA in consideration for serving as Class Representative and in exchange for Plaintiff's Released Claims. Plaintiff will seek preliminary and final approval, respectively, from the Court for any Class Representative Service Payment, concurrently or combined with the filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Plaintiff's Motion for Final Approval of Class Action Settlement, respectively. If the Court awards a lower amount for the Class Representative Class Representative Service Award requested by Plaintiff's counsel, the other terms of this Agreement shall apply. Should the Court approve a Class Representative Service Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Participating Class Members as described in Paragraph 7.1.1 of this Settlement Agreement. The Class Representative Service Award in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiff does not give rise to a basis to abrogate this Agreement. Plaintiff will be issued a 1099 by the Settlement Administrator and assumes full responsibility and liability for employee taxes owed on the Class Representative Service Award.

10. Costs of Settlement Administration.

The Parties agree to mutually select Simpluris as the Settlement Administrator in the Actions. The Settlement Administrator has represented to the Parties that the Settlement Administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds. This administration duty shall include without limitation, setting up an escrow account for funding of the Settlement, obtaining tax identification number(s) for Defendants applicable to the Settlement, calculating the Individual Class and PAGA Payments, performing an initial Class Member Address Search upon receipt of the Class Member mailing addresses, mailing the Class Notice, performing one skip trace on Class Notices returned as undeliverable, establishing a hotline telephone number to communicate with Class Members about the Settlement, reviewing and processing requests by Class Members to opt out of the settlement, reviewing and submitting to Class Counsel and Defendants' Counsel any received objections, mailing the Individual Class and PAGA Payments and tax forms to the Participating Class Members and Aggrieved Employees, and making all required distributions to Participating Class Members. The Settlement Administrator will report payment of the Individual Class Payments and Individual PAGA Payments to all required taxing and other authorities, and requisite reporting documentation to the applicable taxing agencies, and issue appropriate tax forms. The Settlement Administrator will establish a Qualified Settlement Fund ("QSF"), pursuant to U.S. Treasury Regulation Section 468B(g) of the Internal Revenue Service for the purposes of administering the Settlement. All Settlement Administration Costs shall be taken from the GSA. The Parties expect Settlement Administration Costs to not exceed \$24,500. Any unapproved amount of Settlement Administration Costs shall be allocated to the NSA and apportioned to the Class Members as described in Paragraph 7.1.1 of this Settlement Agreement. The award of Settlement Administrator Costs in the amount sought is not a material term of this

Agreement and the award of an amount less than requested by Plaintiff does not give rise to a basis to abrogate this Agreement.

The Settlement Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees and Costs Award and Class Representative Service Award, the Final Approval Order and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

11. Payment Procedure.

- 11.1 Funding the Settlement. Within 30 calendar days after the Effective Date, Defendants will deposit money into an account, through the Settlement Administrator, in an amount equal to the GSA, plus any amounts necessary to fully pay Defendants' share of payroll taxes.
- 11.2 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 11.3 Payments to Participating Class Members, Aggrieved Employees, the LWDA, Class Counsel, Class Representative, and Taxing Authorities. Within 10 calendar days after the funding of the Settlement, the Settlement Administrator will pay: (1) the NSA to the Participating Class Members per the terms of this Settlement Agreement and the Final Approval Order; (2) the Court-approved PAGA Payment to Aggrieved Employees and the LWDA; (3) the Court-approved Class Counsel Fees and Costs Award; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved Class Representative Service Award. Disbursement of the Class Counsel Fees and Costs Award, the Settlement Administration Costs, and Class Representative Service Award shall not precede disbursement of the Individual Class and PAGA Payments. The Settlement Administrator shall also, within the time periods prescribed by law and/or regulations, remit all applicable tax withholdings (if any) to the appropriate taxing authorities. Before mailing any checks, the Settlement Administrator must perform a Class Member Address Search.
- 11.4 Checks for Participating Class Members. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was

returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

11.5 Uncashed Payments. The Administrator shall transmit the funds remaining from Individual Class Payments and/or Individual PAGA Payments checks, after the checks are voided, to the State and shall be sent by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, release of Released Claims will remain binding upon the affected Participating Class Member. The Settlement Administrator will cancel all checks not cashed by the void date. The requirement that any uncashed Class Member checks be distributed to the State of California's Unclaimed Property Fund to be held in the name of each expired check payee pursuant to applicable unclaimed property laws is not a material term of this Settlement and an order from the Court requiring the Parties to distribute unclaimed funds to a *cy pres* shall not give rise to a basis on which to abrogate the settlement provided that no "unpaid residue" remains within the meaning of California Code of Civil Procedure section 384.

11.6 Returned Checks. The Settlement Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date unless the Participating Class Member's check has already been cashed.

12. **Tax Treatment.**

12.1 Tax Treatment of Individual Class and PAGA Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Share will be allocated to the settlement of disputed claims for wages (the "Wages Portion"), and eighty percent (80%) of each Participating Class Member's Individual Class Share will be allocated to the settlement of disputed non-wage claims – *i.e.* penalties and interest (the "Non-Wages Portion"). All of the PAGA Payment will be allocated to the settlement of disputed non-wage claims. The Settlement Administrator will issue to Participating Class

Members a Form W-2 for the Wages Portion of all Individual Class Shares and a Form 1099 for the Non-Wages Portion of all Individual Class Shares. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Administrator will withhold the employee's share of taxes and withholdings with respect to the Wages Portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Shares (i.e., Individual Settlement Payments). The employer's share of taxes on the Wages Portion of Individual Settlement Shares will be paid separately and in addition to the Gross Settlement Amount. Participating Class Members shall assume full responsibility and liability for the payment of taxes due on such amounts.

- 12.2 Tax Treatment of Class Representative Service Award. Plaintiff will receive an IRS Form 1099 for their Class Representative Service Award, and will be responsible for payment of any taxes owing on said amount. Plaintiff shall assume full responsibility and liability for the payment of taxes due on such Class Representative Service Award.
- 12.3 Tax Treatment of Attorneys' Fees And Cost Award. Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the Class Counsel Fees or Costs Awards and will be responsible for payment of any taxes owing on said amounts. Class Counsel shall assume full responsibility and liability for the payment of taxes due on such amounts.
- 12.4 No Tax Advice. Plaintiff, Class Counsel, Defendants, and Defense Counsel are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Participating Class Member agrees to indemnify, and hold harmless Plaintiff, Class Counsel, Defendants, and Defense Counsel from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

13. Releases of Claims.

Upon the Effective Date and full payment by Defendants of the GSA and all employer payroll taxes owed on the Wages Portion of the Individual Class Shares to the Settlement Administrator, and in exchange for the consideration set forth in this Settlement Agreement, Plaintiff and the Participating Class Members agree to release those claims set forth herein as applicable.

- 13.1 Released Class Claims of Participating Class Members: Upon the Effective Date and full payment by Defendants of the GSA and all employer payroll taxes owed on the Wages Portion of the Individual Class Shares to the Settlement Administrator, each Participating Class Member and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and

discharged the Released Parties from any and all claims, under state, federal, or local law, arising during the Class Period out of the claims expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods, for time worked off the clock during meal periods, failure to compensate meal period premiums at the regular rate of pay, and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods, failure to compensate rest period premiums at the regular rate of pay, and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sec. 201, 202, 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226(a); (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200 based on the aforementioned. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Participating Class Members, to the fullest extent allowed by law, are prohibited from asserting a Released Class Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Released Class Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

- 13.2 Released PAGA Claims of the LWDA: Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, *et seq.*, pled or which could have been pled against Released Parties based on the factual allegations described in the PAGA Notices and only to the extent that they are expressly pleaded in the Actions, including but not limited to violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802,

and IWC Wage Orders including inter alia, Wage Orders 1-2001, 4-2001, and 7-2001 arising during the PAGA Period as to the Aggrieved Employees.

The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

- 13.3 Plaintiff's Released Claims: In addition to the foregoing releases, Plaintiff agrees to a general release of all claims, known or unknown, under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendants and their compensation while employed by Defendants which occurred at any time including before or during the Class Period ("Plaintiff's Released Claims"). Plaintiff's Released Claims does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. This general release includes a waiver of rights under section 1542 of the California Civil Code. Plaintiff makes this release understanding the significance of this waiver. Section 1542 provides:

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

- 13.4 Plaintiff warrants and represents that they have not assigned or transferred to any person or entity any of Plaintiff's Released Claims or any rights, claims, or causes of action arising out of Plaintiff's Released Claims. In addition, Plaintiff shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any breach by either of the Plaintiff of this warranty and representation, or any breach of Plaintiff of his release of Plaintiff's Released Claims.

- 13.5 Prohibition on Subsequent Assertion of Released Claims. Plaintiff, to the fullest extent allowed by law, is prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Plaintiff's Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

14. **Class Notice and Claims Administration.**

- 14.1 Duties of Settlement Administrator. The Parties agree to Simpluris as the Settlement Administrator to perform the notice and other settlement claims administration functions set forth below.

14.1.1 Weekly Reports. The Settlement Administrator shall provide Defendants' counsel and Class Counsel with weekly summary reports, including the total number of Class Notices that were returned as undeliverable, the total number of objections and requests to opt out of the settlement, and the amounts not claimed by Class Members as a result of the submission of timely and valid requests to opt out of the settlement, if any, and/or any uncashed or undeliverable Settlement Checks. The Settlement Administrator shall maintain records of its work, which shall be available for inspection upon request by Defendants' counsel or Class Counsel.

14.1.2 Workweek and/or Pay Period Challenges. The Administrator has authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

14.1.3 Requests for Exclusion. The Administrator will promptly review on a rolling basis opt-out requests to ascertain their validity. No later than 5 days after the expiration of the deadline for submitting opt-out requests, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

14.1.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file their Motion for Final Approval, the Settlement Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court

attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

14.1.5 Final Report by Settlement Administrator. Within 10 days after the Settlement Administrator disburses all funds in the GSA, the Settlement Administrator will provide Defense Counsel with a final report detailing its disbursements by employee identification number of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

14.2 Identification of Class Members.

14.2.1 Within 30 calendar days of the entry of the Preliminary Approval Order, Defendants shall provide a readable Microsoft Office Excel spreadsheet to the Settlement Administrator with the following Class Data, to the extent that it possesses the information.

- (1) the full names, last known mailing addresses and email, Social Security number, and last known telephone numbers of each Class Member, start and end dates worked for Defendants during the Class Period and during the PAGA Period.
- (2) To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

14.2.2 If Defendants and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member should not be so included or identify a person who should have been included as a Class Member

but was not so included, Defendants and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify Class Counsel prior to such deletions or additions (and the reasons therefor).

14.2.3 If the Settlement Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

14.2.4 Other than the obligations set forth in this Settlement Agreement, Defendants shall have no additional obligation to identify or locate any Class Member or have any liability in connection with the provision of information to the Settlement Administrator or otherwise.

14.3 Notice to Class Members.

14.3.1 Class Notice. The Class Notice shall be a pre-printed notice, in substantially the form attached hereto as **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class Notice, the Class Notice shall state the number of Workweeks and/or PAGA Pay Periods that the Class Member worked in California during the Class Period and/or PAGA Period. The Workweeks and PAGA Pay Periods shall be determined according to Defendants' records. The Class Notice also shall include an estimate of the Class Member's Individual Class Share and/or Individual PAGA Payment and an explanation of the *pro rata* distribution formula.

14.3.1.1 Challenges to the Calculation of Workweeks / PAGA Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Notice is remailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by submitting a written dispute that: (a) contains the case name and number of the Actions; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social

Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and PAGA Pay Periods during the PAGA Period (if any) that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail, postmarked no later than the Response Deadline. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

- 14.3.2 No later than 3 calendar days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 14.3.3 The Settlement Administrator shall provide the Class Notice by first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above. This mailing shall occur no later than 14 days after the Settlement Administrator receives the Class Data.
- 14.3.4 No later than 3 calendar days after the Settlement Administrator's receipt of any Class Notice returned as undeliverable, the Settlement Administrator shall re-mail the Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 14.3.5 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 50 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 14.3.6 The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the

Court, and the Settlement Administrator shall post the Final Approval and Order and Judgement on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court Rule 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

- 14.4 Notice to the LWDA. Class Counsel shall timely transmit to the LWDA all necessary PAGA documents concerning this Settlement, including this Agreement.

15. Objections to the Settlement.

- 15.1 Any Class Member who does not submit a valid and timely request to opt out of the settlement (*i.e.*, a Participating Class Member) may object to the Settlement. Any Participating Class Member who wishes to object to the Settlement must submit a Notice of Objection by mail to the Settlement Administrator no later than the Response Deadline.
- 15.2 Non-Participating Class Members have no right to object to the Settlement.
- 15.3 The objection must include: (a) the case name and number of the Actions; (b) the objector's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement indicating that the Class Member objects to the Settlement and providing all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel.
- 15.4 Participating Class Members shall be entitled to appear and/or object at the Final Approval Hearing regardless of whether they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Participating Class Members may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.
- 15.5 Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five calendar days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

16. Requests for Exclusion (Opt Outs)

- 16.1 In order to opt out of the Settlement, the Class Member must timely submit by mail an opt-out request (the "Request for Exclusion") to the Settlement Administrator by the Response Deadline.

- 16.2 The Request for Exclusion must: (a) contain the case name and number of the Actions; (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the Settlement. However, the Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 16.3 Class Members who submit a valid and timely Request for Exclusion shall not be permitted to object to the Settlement or appeal and shall not receive any Individual Class Payment from the Net Settlement Amount. Class Members who opt out also shall not be bound by the Class Release provisions in this Agreement or the Final Approval Order. Each Class Member who does not opt out of the Settlement shall remain qualified to receive an Individual Class Payment and shall be subject to being bound by the applicable Released Claims provisions in this Agreement or the Final Approval Order, regardless of whether the Class Member actually receives the Class Notice or objects to the Settlement.
- 16.4 Except for persons who elect to opt out of the Class in the manner and within the time limits specified above and in the Class Notice, all Class Members shall be deemed to be within the Class for all purposes under this Settlement Agreement, shall be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Paragraph 13.1), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and unstated opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms.

17. Application for Preliminary Approval Order.

After the Parties' execution of this Agreement, Plaintiff shall file for preliminary approval of the proposed Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- (1) Preliminarily approving the Settlement Agreement and its terms;

- (2) Approving the form of the Class Notice, and finding that the proposed method of disseminating the Class Notice meets the requirements of due process and is the best notice practicable under the circumstances;
- (3) Establishing the procedures and the deadline by which Class Members may assert objections to the Settlement or opt out of the Settlement;
- (4) Establishing a deadline to submit papers/briefing in response to any objections and for Plaintiff to submit papers/briefing in support of final approval of the Settlement Agreement including the Class Representative Service Award and the Class Counsel Fees and Costs Award;
- (5) Appointing Class Counsel, the Settlement Administrator, and the Class Representative; and
- (6) Setting a date for the Final Approval Hearing.

Counsel for Defendants will be given an opportunity to comment on said motion at least 5 calendar days prior to filing, and such comments shall be implemented to the extent they are deemed reasonable by Plaintiff and Class Counsel. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

18. Final Approval Order and Judgment.

If the Settlement shall be finally approved by the Court following the Final Approval Hearing, the Parties hereto shall jointly request that the Court enter a Final Approval Order and Judgment, which includes the following provisions:

- (1) Confirming certification of the Settlement Class for settlement purposes;
- (2) Finding that the dissemination of the Class Notice, in the form and manner ordered by the Court was accomplished as directed, and met the requirements of due process;
- (3) Finally approving the Settlement Agreement and the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

The Judgment shall include the following provisions:

- (1) Directing the Parties to implement the terms of the Settlement Agreement;

- (2) Releasing and discharging the Released Parties from any and all liability with respect to the Plaintiff's Released Claims, Released Claims, and Released PAGA Claims as hereinabove provided, except for full payment of the Gross Settlement Amount;
- (3) Resolving and settling all of Plaintiff's Released Claims as hereinabove provided, with the release precluding them from instituting, commencing, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Plaintiff's Released Claims under the terms of the Settlement;
- (4) Resolving and settling all the Released Class and PAGA Claims by all Participating Class Members and Aggrieved Employees as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released Class or PAGA Claims under the terms of the Settlement;
- (7) Awarding the Class Representative Service Award to the Class Representative, Class Counsel Fees and Costs Award to Class Counsel, and Settlement Administration Costs to the Settlement Administrator, as determined by the Court;
- (8) Reserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Agreement/Judgment, and address such post-Judgment matters as are permitted by law; and
- (9) Dismissing the Action with prejudice.

19. Effect of Settlement Not Being Final.

In the event that (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, or (b) the Court should (for any reason that the Parties are not able to cure in order to implement the settlement) fail to enter Judgment in the Actions, or (c) the approval of the Settlement Agreement and Judgment is reversed, modified or declared or rendered void then the Settlement Agreement shall become null and void, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors shall be deemed to have reverted to their respective positions

in the Actions as of the date and time immediately prior to the execution of this Settlement Agreement, and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative action treatment. If the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Settlement, then this entire Settlement Agreement will be, at the Parties' discretion, voidable and unenforceable. If for any reason the Settlement is not approved in state court following remand, the Actions will be returned to its original pre-mediation posture in federal court before the Honorable Michael W. Fitzgerald.

20. Tolerance of Requests for Exclusion.

Notwithstanding any other provision of this Settlement Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement within 15 calendar days after expiration of the Response Deadline, if more than 5% of Class Members choose to validly and timely request to opt out of this Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Settlement Agreement; provided, however, that Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point.

21. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendants, or any of the Class Members, Released Parties, or Plaintiff. This Settlement and this Settlement Agreement shall not constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation made by Plaintiff or Class Counsel.

22. Waiver of Right to Appeal.

Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Costs Award reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

23. No Solicitation

The Parties agree that they and their respective counsel and employees will not solicit any Class Members to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

24. Amended Judgment.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and file a proposed amended judgment.

25. Appellate Court Orders

If any reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the reviewing court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

26. Avoidance of Undue Publicity.

The Parties agree that this Settlement will remain confidential through the settlement approval process. This means that the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Class Counsel agrees not to identify Defendants in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendants from making any required disclosure or Class Counsel from referencing the Settlement in adequacy filings. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Class Counsel from communicating with members of the Participating Class about the Agreement or in submitting filings with the Court in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience or otherwise allowing the Judgment to become known to Class Members.

27. Extensions of Time.

Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

28. Construction.

This Settlement Agreement was entered into after substantial good faith, arms-length negotiations between the Parties' counsel. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

29. Good Faith.

The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Actions, or those that could have been raised in the Actions, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties to this Settlement Agreement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, are represented by competent counsel, and have had an opportunity to consult with counsel prior to execution of this Settlement Agreement.

30. Due Authority of Attorneys.

Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.

31. Entire Agreement.

This Settlement Agreement (including all Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes the Original Agreement any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral, or otherwise, have been made by any of the Parties which are not embodied or incorporated by reference herein.

32. Use and Return of Class Data

Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and

may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

33. Modification or Amendment.

This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their successors in interest.

34. Successors.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns, and upon any corporation, partnership, or other entity into or with which any Party hereto may merge, combine or consolidate.

35. Counterparts.

This Settlement Agreement may be executed in counterparts, by facsimile or electronically, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

36. Waivers.

The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

37. Governing Law.

This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the internal laws of the State of California.

38. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

39. Continuing Jurisdiction.

The Court in which the Parties will seek approval of the Settlement shall retain continuing jurisdiction over the Actions to ensure the continuing implementation and enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil Procedure section 664.6.

40. **Stay of Litigation.**

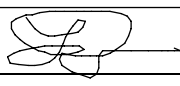
The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

41. **Notices.**

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than notice to the Class or Class Members, shall be in writing and mailed or emailed as follows: (1) to Class Representative, the Class, and Class Counsel to the attention of Joanna Ghosh and Matthew Richard Soto, Lawyers for Justice, P.C., 410 Arden Avenue #203, Glendale, California 91203, joanna@calljustice.com, matthew@calljustice.com; (2) to Defendants and counsel for Defendants, to the attention of Michael Afar, Seyfarth Shaw LLP, 209 Century Park East, Suite 3500, Los Angeles, California 90067-3021, (310) 277-7200, mafar@seyfarth.com or any alternative address provided.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: 02/03/2025

By: 
Leopoldo Ariola
On behalf of himself, as Plaintiff, the Class, and the
Aggrieved Employees

Dated: _____

By: _____
For Raytheon Company

Dated: _____

By: _____
For Raytheon (CA) Technologies Corporation

Dated: February 3, 2025

By: 
Joanna Ghosh
Matthew Richard Soto
Counsel for Plaintiff

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IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____

By: _____

Leopoldo Ariola
On behalf of himself, as Plaintiff, the Class, and the
Aggrieved Employees

Dated: 1/30/2025

Signed by:
By: Joseph E. Reynolds

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For Raytheon Company
Joseph E. Reynolds
Senior Director & Associate General Counsel

Dated: 1/30/2025

Signed by:
By: Joseph E. Reynolds

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For Raytheon (CA) Technologies Corporation
Joseph E. Reynolds
Senior Director & Associate General Counsel

Dated: _____

By: _____

Joanna Ghosh
Matthew Richard Soto
Counsel for Plaintiff

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Dated: 1/29/2025

DocuSigned by:
By: Michael Afar
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Michael Afar
Counsel for Defendants

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Shares, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The above estimates are based on Defendants' records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or more PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Questions? Please Call:

Lawyers *for* Justice, PC (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Raytheon to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Raytheon.
- (2) Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a timely and valid written Request for Exclusion or otherwise notifying the Administrator in writing. See Section 6 of this Notice. If you opt-out of the Settlement, you will not receive an Individual Class Share. You will, however, preserve your right to personally pursue Class Period wage claims against Raytheon to the extent otherwise permitted by law, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You don’t have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims against Defendants that are covered by this Settlement. See Section 3(j) of this Notice.
You can opt out of the Class Settlement but not the PAGA Settlement. The Opt-Out Deadline is _____	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members can object to the Class Settlement.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are

The Objection Deadline is _____.	not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You can participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [DATE] . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You can challenge the calculation of your Workweek / PAGA Pay Periods. Written challenges must be submitted by _____.	The amount of your Individual Class Share and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Workweeks and number of PAGA Pay Periods you worked according to Raytheon’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE] . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action alleges Defendants violated California labor laws by failing to pay minimum wages, overtime, failing to authorize and permit rest periods or pay rest period premiums, failing to provide meal periods or pay meal period premiums, failing to reimburse employees for reasonable expenses, failing to provide complete and accurate wage statements, waiting time penalties, failure to timely pay wages, and violations of California’s Unfair Competition Law, Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Edwin, Aiwazian, Arby Aiwazian, Joanna Ghosh, and Matthew Richard Soto of Lawyers for Justice, P.C. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator and negotiated extensively between Class Counsel and Defendants’ counsel in an effort to resolve the Action by

negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful and the Parties have since entered into the First Amended Class Action and PAGA Settlement Agreement and Release (“Settlement Agreement”, “Settlement”, or “Agreement”) . The Parties have agreed to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Raytheon does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for Class Members and Aggrieved Employees because they believe that Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendants Will Pay \$6,500,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Award, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Effective Date. The Effective Date is the date the Court’s order approving the settlement and judgment thereon becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of the following events: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 1. Up to \$2,470,000 (38% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$45,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 2. Up to \$22,000 as Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class

Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3. Up to \$24,500 to the Settlement Administrator for services administering the Settlement.
4. Up to \$950,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wages Portion") and 80% to penalties and interest ("Non-Wages Portion."). The Wages Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wages Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wages Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name and in the amount of your respective payment(s), however you will still be bound by the Settlement Agreement. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than **RESPONSE DEADLINE**, that you wish to opt-out from the Class Settlement. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, address, telephone number, approximate dates of employment, and the last four digits of his or her Social Security number (for verification purposes), and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants to the extent otherwise permitted by law.

You cannot opt-out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims (as defined below) against Defendants.

- g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- h. Settlement Administrator. The Court has appointed a neutral company, Simpluris (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion(s) and/or Notice of Objection(s), and any dispute(s) regarding Workweeks or PAGA Pay Periods. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- i. Participating Class Members' Released Class Claims. Upon the Effective Date and full payment by Defendants of the GSA and all employer payroll taxes owed on the Wages Portion of the Individual Class Shares to the Settlement Administrator, each Participating Class Member and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant Raytheon Company, Defendant Raytheon (CA) Technologies Corporation, and each of their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them ("Released

Parties”), for wages arising during the Class Period facts, as alleged in the Action and resolved by this Settlement.

- j. The Participating Class Members will be bound by the following release:

“Released Class Claims” means any and all claims, under state, federal, or local law, arising during the Class Period out of the claims expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods, for time worked off the clock during meal periods, failure to compensate meal period premiums at the regular rate of pay, and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods, failure to compensate rest period premiums at the regular rate of pay, and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sec. 201, 202, 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226(a); (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200 based on the aforementioned. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period.

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- k. LWDA’s Release of Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties for claims of civil penalties arising during the PAGA Period, as alleged in the Action and resolved by this Settlement.

“Released PAGA Claims” means any and all claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, *et seq.*, pled or which could have been pled against Released Parties based on the factual allegations described in the PAGA Notices and only to the extent that they are expressly pleaded in the Actions, including but not limited to violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage

Orders including inter alia, Wage Orders 1-2001, 4-2001, and 7-2001 arising during the PAGA Period as to the Aggrieved Employees.

The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Shares. The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied your individual Workweeks by the Estimated Workweek Value to yield your estimated Individual Class Share that you may be eligible to receive under the Class Settlement. Your estimated Individual Class Share is stated on the first page of this Notice. The Individual Class Share is subject to reduction for the employee's share of taxes and withholdings with respect to the Wages Portion of the Individual Class Share ("Individual Class Payment") and will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. The Individual Settlement Share reflected in this Notice is only an estimate. The actual Individual Settlement Share may be higher or lower.
- b. Individual PAGA Payments. The Settlement Administrator has divided the PAGA Penalties by the PAGA Pay Periods of all Aggrieved Employees to yield the "Estimated PAGA Pay Period Rate," and multiplied your individual PAGA Pay Periods by the Estimated PAGA Pay Period Rate to yield your estimated Individual PAGA Payment that you may be eligible to receive under the PAGA Settlement. Your estimated Individual PAGA Payment is stated on the first page of this Notice. The Individual PAGA Payment will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months.
- c. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **[DATE]** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you by submitting a written dispute that (a) contains the case name and number of the Action; (b) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and PAGA Pay Periods during the PAGA Period (if any) that you contend is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail postmarked no later than the Response Deadline. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.
- b. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

The Request for Exclusion must: (a) contain the case name and number of the Actions; (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ariola v. Raytheon Company, et al.*). **The Administrator must be sent your request to be excluded by [DATE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact

information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. You may object by submitting a Notice of Objection to the Administrator or by presenting your objection(s) orally in court. **The deadline for sending written objections to the Administrator is [DATE]**. A Notice of Objection must include: (a) the case name and number of the Actions; (b) the objector's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement indicating that the Class Member objects to the Settlement and providing all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. **Section 9** of this Notice has the Settlement Administrator's contact information. Any attorney who will represent an objector must file a notice of appearance with the Court and serve Class Counsel and Defendant's Counsel no later than [DATE].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>.) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website [Administrator URL] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at [Administrator URL].

You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV10195. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Settlement Administrator:

...

Class Counsel:

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Matthew Richard Soto
LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, depositing, or otherwise negotiating it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To ensure that you receive any payment check that is issued to you as a part of the Settlement, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On December 30, 2025, I served the foregoing document(s) described as:
DECLARATION OF BRIAN J. ST. JOHN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT on interested parties in this action by Electronic Service as follows:

Michael Afar
Michael A. Sigall
SEYFARTH SHAW LLP
2029 Century Park East, Ste 3500
Los Angeles, CA 90067-3021

Service Emails: mafar@seyfarth.com; msigall@seyfarth.com

Attorneys for Defendants Raytheon (CA) Technologies Corporation and Raytheon Company

[X] BY ELECTRONIC SERVICE

Pursuant to California Code of Civil Procedure sections 1010.6(b)(1) through 1010.6(b)(4), California Rules of Court, rule 251(c)(3), and/or an agreement between the parties to serve all eligible documents electronically, I caused the above-described documents to be electronically mailed to Defendant's counsel through the above-listed e-mail addresses.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 30, 2025, at Glendale, California.



Isabel Yang