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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

WILLIAM JOHNSON, individually, and on
behalf of other members of the general public
similarly situated; MANUEL TORRES-
GALSTER, 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,

Plaintiffs,

vs.

AEROVIRONMENT, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 2024CUOE022908

Honorable Charmaine H. Buehner
Department 44

CLASS ACTION

**DECLARATION OF RYAN SLINGER
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: July 1, 2026
Hearing Time: 1:30 p.m.
Department: 44

Complaint Filed: March 29, 2024
FAC Filed: February 20, 2026
Trial Date: None Set

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, 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 Plaintiffs William Johnson and Manuel Torres-Galster (together, “Plaintiffs”). 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.

PROCEDURAL HISTORY

2. On August 9, 2021, Plaintiff William Johnson (“Plaintiff Johnson”) filed a Class Action Complaint for Damages, thereby commencing the putative class action entitled *William Johnson v. AeroVironment, Inc.*, in the Superior Court of California, County of Los Angeles Case No. 21STCV29231 (“*Johnson* Action”).

3. On January 23, 2024, Plaintiff Manuel Torres-Galster (“Plaintiff Torres-Galster”) provided written notice by electronic upload to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant AeroVironment, Inc. (“Defendant”) of the specific provisions of the California Labor Code that were alleged to be violated (“Original PAGA Notice”). Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the Original PAGA Notice.

4. On March 29, 2024, Plaintiff Torres-Galster filed a Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* in the Superior Court for the County of Ventura, thereby commencing the above captioned action (“*Torres-Galster* Action”).

5. On February 4, 2025, Plaintiff Torres-Galster provided additional written notice by electronic upload to the LWDA and by certified mail to Defendant of the additional specific provisions of the California Labor Code that were alleged to be violated (“Additional PAGA Notice”) (together with the Original PAGA Notice, the “PAGA Notices”). Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of the Additional PAGA Notice.

6. On February 20, 2026, Plaintiff Torres-Galster filed a First Amended Complaint for

1 Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et*
2 *Seq.* (“Operative Complaint”), thereby adding Plaintiff Johnson and causes of action for (1) failure
3 to properly pay overtime wages under California Labor Code §§ 510 and 1198; (2) failure to
4 provide compliant meal breaks and associated premiums under California Labor Code §§ 226.7
5 and 512(a); (3) failure to provide compliant rest breaks and associated premiums under California
6 Labor Code § 226.7; (4) failure to properly pay minimum wages under California Labor Code §§
7 1194, 1197, and 1197.1; (5) failure to timely pay final wages under California Labor Code §§ 201
8 and 202; (6) failure to timely pay wages during employment under California Labor Code § 204;
9 (7) failure to provide accurate itemized wage statements under California Labor Code § 226(a); (8)
10 failure to provide paid sick leave and COVID supplemental sick leave under Labor Code Sec.
11 245, 246, 247, 248, and 249; (9) failure to keep requisite payroll records under Labor Code Sec.
12 1174(d); (10) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and
13 (11) violation of California's unfair competition law under California Business and Professions
14 Code Section 17200.

15 THE PROPOSED SETTLEMENT

16 7. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Joint
17 Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or
18 “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all
19 others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the
20 other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed
21 Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement
22 as “Exhibit A” and respectfully request that the Court approve it as well.

23 8. The Settlement provides for a Total Settlement Amount of \$2,100,000.00 to be paid
24 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Total
25 Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees
26 of up to \$735,000.00 (if the Total Settlement Amount remains \$2,100,000.00) and Costs not to
27 exceed \$60,000.00 to Class Counsel, Enhancement Payments to Plaintiffs of \$10,000.00 each,
28 Settlement Administration Costs to the Settlement Administrator not to exceed \$13,000.00, and the

1 PAGA Penalty Amount of \$200,000.00. Assuming that the amounts allocated under the Settlement
2 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
3 for distribution to Participating Class Member is currently \$1,072,000.00. Additionally, 25% of the
4 PAGA Penalty Amount (i.e., PAGA Member Amount), which is \$50,000.00 out of \$200,000.00,
5 will be distributed to the PAGA Members, for their respective portion of the PAGA Member
6 Amount. The Total Settlement Amount will be fully distributed in accordance with the terms of the
7 Settlement and there is no reversion to Defendant.

8 9. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
9 in an amount of up to 35% of the Total Settlement Amount (i.e., \$735,000.00, if the Total
10 Settlement Amount remains \$2,100,000.00) and expenses and costs of not more than \$60,000.00,
11 which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should
12 be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive
13 any compensation until recovery is obtained. A description of the qualifications of Class Counsel,
14 the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can
15 be found in paragraphs 17 through 27, *infra*.

16 10. The Settlement Agreement provides for payment of up to \$10,000.00 each to
17 Plaintiff as Enhancement Payments, to be paid out of the Total Settlement Amount subject to
18 approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents
19 and past employment records and to provide the facts and evidence necessary to attempt to prove
20 the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to
21 obtain information that would benefit the Class. Accordingly, it is appropriate and just for
22 Plaintiffs to receive Enhancement Payments, in addition to their individual settlement payment, for
23 their services on behalf of the Class, PAGA Members, and the State of California.

24 11. The Parties have agreed to retain Phoenix Settlement Administrators, ("Settlement
25 Administrator") to handle the notice and settlement administration process. The Parties
26 respectfully request that the Court appoint Phoenix Settlement Administrators to handle these
27 procedures and serve as the Settlement Administrator. Defendant will provide the Settlement
28 Administrator with the Class List, and the Settlement Administrator will calculate each Class

Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each PAGA Member's estimated *pro rata* share of the 25% portion of the PAGA Penalty Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking the Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the State of California's Controller's Office Unclaimed Property Division in the name of each Class Member and/or PAGA Member to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed \$13,000.00 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

12. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Participating Class Member's Individual Settlement Share will be allocated 20% to wages and 80% to non-wage damages, interest, and penalties. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

13. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period, which is August 9, 2017 through September 31, 2025, or if applicable, the Alternate Class Release Period End Date.

14. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 950 individuals, as of September 31, 2025.

15. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiffs, Class Members, and PAGA Members,

1 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed
2 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
3 wages during employment and upon termination of employment, failed to provide compliant wage
4 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
5 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
6 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
7 sections 2698, *et seq.*). Plaintiffs also asserted that Class Members were expected to perform
8 similar job duties and were subject to the same or similar operations and employment policies,
9 practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping
10 practices with respect to Plaintiffs, Class Members, and PAGA Members were substantially the
11 same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim
12 that the Class Members were not paid all of the compensation that was owed to them by
13 Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
14 determined by Defendant's uniform operations and employment practices, policies, and procedures
15 that Plaintiffs allege applied across its hourly-paid or non-exempt employees in California during
16 the Class Release Period.

17 16. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing
18 a class action against their former employer. Plaintiffs spent considerable time and effort to
19 produce relevant documents and past employment records and to provide the facts and evidence
20 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel
21 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have
22 no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class
23 Release Period and subject to the same alleged violations and the same policies, practices, and
24 procedures. Plaintiffs took on the challenge and risk of commencing and maintaining this action,
25 and they have not yet received any monetary benefit for their service to date. Plaintiffs put their
26 own interests aside and brought a publicly filed lawsuit against an employer not just for their own
27 benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

28 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

1 17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
2 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
3 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
4 the attorney of record in well over a dozen employment-related putative class actions in both state
5 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
6 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
7 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
8 involving the executive, administrative, and other overtime exemptions to the State of California
9 and federal overtime compensation requirements. During a relatively short time, in association
10 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
11 thousands of individuals in California.

12 18. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers for Justice,
13 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
14 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
15 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
16 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
17 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
18 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
19 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
20 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
21 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
22 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
23 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
24 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
25 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
26 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
27 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
28 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over

one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

19. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

20. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of

1 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
2 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
3 and in New York (since 2013) and She is also admitted to practice in all U.S. District Courts in
4 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
5 Court. She has taken and defended dozens of depositions and successfully handled motion practice
6 in class action cases regarding discovery (including and not limited to, regarding class contact
7 information), class certification (both contested class certification and stipulated class
8 certification), arbitration agreements, coordination, and intervention. She has successfully handled
9 briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys
10 General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto*
11 *Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert.
12 denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
13 (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to
14 working on cases to obtain class certification through contested motion practice and working on
15 cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling
16 and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified
17 class consisting of approximately 2,600 individuals). She has extensive experience with class
18 action and/or representative action settlements, and has handled this process in over five hundred
19 (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice,
20 PC has handled the class certification and court approval process for hundreds of class action
21 and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of
22 the California Employment Lawyers Association and, on several occasions, has been a speaker
23 regarding topics in wage and hour law at the organization's continuing legal education events.

24 21. I am a member of Lawyers for Justice. PC. I received my Bachelor of Arts degree
25 from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law
26 School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice
27 before all courts of the State of California. I have worked on many wage-and-hour class action and
28 PAGA representative cases, and my work on these cases has included preparing pleadings and

1 motions, making court appearances, drafting and finalizing settlement agreements

2 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

3 22. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
4 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
5 PAGA Members, and the State of California recover over a reasonably short period of time as
6 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
7 that compares favorably with other similar class action settlements of this type given the strengths
8 and weaknesses of the cases; and (3) significant savings in Class Counsel’s fees and/or costs that
9 would have only increased significantly had the cases progressed through certification, trial, and/or
10 appeals.

11 23. Class Counsel has litigated the cases for over four (4) years and was actively
12 preparing the matters for class certification and trial. The Parties have engaged in extensive
13 settlement negotiations and participated in a full-day mediation conducted by Todd Smith, Esq., a
14 well-respected mediator experienced in mediating complex labor and employment matters. In the
15 course of the this lawsuit and in connection with the mediation and settlement negotiations, the
16 Parties exchanged extensive information and engaged in discussions regarding their evaluations of
17 the cases and various aspects of the cases, including but not limited to, the risks and delays of
18 further litigation, the law relating to off-the-clock theory, regular rate, rounding, meal and rest
19 periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the
20 evidence produced and analyzed, and the possibility of appeals, among other things. During all
21 settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial
22 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its
23 counsel felt strongly about its ability to prevail on the merits, and Plaintiffs and Class Counsel
24 believed that they would be able to prevail at trial. After conducting investigations, formal and
25 informal discovery, exchange of information, extensive settlement negotiations, and with the aid of
26 the mediator’s evaluation, the Parties have agreed that the matters are well-suited for settlement
27 given the legal issues relating to Plaintiffs’ principal claims, as well as the costs and risks to both
28 sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate

1 resolution of the Released Class Claims of Plaintiffs and Participating Class Members, and of the
2 Released PAGA Claims of Plaintiffs and the State of California, with respect to aggrieved
3 employees, Released Parties.

4 24. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
5 and scope of the claims, and was preparing the actions for class certification and trial. Plaintiffs
6 conducted significant investigation and formal and informal discovery regarding the facts of the
7 cases, including and not limited to, the exchange, review, and analysis of a volume of pages of
8 documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel served
9 multiple sets of formal written discovery requests onto Defendant (specifically, Requests for
10 Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form
11 Interrogatories – General (Set One)) and reviewed Defendant’s responses thereto. Additionally,
12 Class Counsel noticed the deposition of Defendant’s Persons Most Knowledgeable regarding
13 Organizational Structure and Job Descriptions, and reviewed Defendant’s objections thereto. Class
14 Counsel also took the depositions of: Kevin McDonnell, on August 8, 2023, Diana Brokish, on
15 October 30, 2023, and Ricky Dinger, on February 29, 2024. Furthermore, Plaintiff Johnson
16 reviewed Defendant’s Request for Production of Documents (Set One), Form Interrogatories—
17 Employment Law (Set One), Requests for Admission (Set One), and Special Interrogatories (Set
18 One), and provided responses thereto. The volume of data and documents that Class Counsel
19 reviewed and analyzed included and was not limited to: Plaintiffs’ employment records, a
20 sampling of Class Members’ time and pay data, multiple iterations of Defendant’s Employee
21 Handbook, company policy acknowledgements, internal memoranda, Defendant’s operations and
22 employment practices, forms, and policies, among other information and documents. Class
23 Counsel had the opportunity to interview Plaintiffs to gather facts and to identify potential
24 witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues
25 relating to the pleadings, and the production of documents and data prior to the mediation. Class
26 Counsel drafted Plaintiffs’ pleadings and mediation brief and prepared for and attended court
27 proceedings, settlement negotiations, and the mediation, among other tasks.

28 25. Counsel for the Parties have also invested time researching and investigating the

1 applicable law, which is constantly evolving as it relates to certification, representative PAGA
2 claims, off-the-clock theory, regular rate, rounding, meal and rest periods, state wage-and-hour law
3 and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as
4 facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair,
5 adequate, and reasonable.

6 26. Class Counsel is aware of the defenses and position of Defendant, but believes that
7 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
8 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
9 and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens of
10 proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
11 and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel
12 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
13 who is experienced and well-regarded in complex labor and employment matters.

14 27. Defendant, on the other hand, denied and continues to deny any liability and
15 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
16 this lawsuit is appropriate for class treatment or representative adjudication for any purpose other
17 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
18 have also had the opportunity to interview witnesses and review documents and information
19 relating to Plaintiffs', Class Members', and PAGA Members' employment with Defendant, and
20 Defendant's operations and employment policies, practices, and procedures. The Parties also
21 reviewed and analyzed a volume of documents and data to determine the potential value and
22 strength of the claims. The available information enabled Class Counsel to assess and value the
23 class and PAGA claims and prepare violation, damages, and penalties analyses models.
24 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
25 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
26 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
27 Settlement takes into account the strengths and weaknesses of each side's position and the
28 uncertainty of how the cases might have concluded at trial and/or appeals.

28. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, the PAGA Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 13 day of May 2026, at Glendale, California.



Ryan Slinger

EXHIBIT 1



January 23, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: AEROVIRONMENT, INC.

Dear Representative:

We have been retained to represent Manuel Torres-Galster against AeroVironment, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "AeroVironment") for violations of California wage-and-hour laws. Mr. Torres-Galster seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Torres-Galster seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

AeroVironment employed Mr. Torres-Galster as an hourly-paid, non-exempt employee from approximately April 2018 to approximately December 2023, in the State of California.

The "aggrieved employees" that Mr. Torres-Galster may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, AeroVironment has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 16-2001.

AeroVironment required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and completing COVID screening protocols.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Torres-Galster and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Torres-Galster and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, AeroVironment required Mr. Torres-Galster and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, AeroVironment failed to pay Mr. Torres-Galster and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AeroVironment failed to pay Mr. Torres-Galster and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, AeroVironment did not provide Mr. Torres-Galster and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from AeroVironment were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Torres-Galster and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Torres-Galster and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Torres-Galster and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Torres-Galster and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Torres-Galster and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, AeroVironment failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Torres-Galster and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, AeroVironment did not provide Mr. Torres-Galster and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, AeroVironment failed to pay Mr. Torres-Galster and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Torres-Galster and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, AeroVironment failed to pay Mr. Torres-Galster and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Torres-Galster and the other aggrieved

employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Torres-Galster and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AeroVironment. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Mr. Torres-Galster seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

AeroVironment, Inc.
c/o CSC - Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT 2



February 4, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: Amended PAGA Notice/*Torres-Galster v. Aerovironment, Inc.*

Dear Representative:

We have been retained to represent Manuel Torres-Galster against AeroVironment, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “AeroVironment”) for violations of California wage-and-hour laws. Mr. Torres-Galster seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Torres-Galster filed and served a previous PAGA Notice with the LWDA and Aerovironment on January 23, 2024 (Submission Name AP-5020546). This PAGA Notice amends the previously filed notice to include additional alleged Labor Code violations in connection with the PAGA complaint filed on March 29, 2024 (Submission Name: AP-5172050), which will now be asserted in a First Amended Complaint.

Mr. Torres-Galster seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

AeroVironment employed Mr. Torres-Galster as an hourly-paid, non-exempt employee from approximately April 2018 to approximately December 2023, in the State of California.

The “aggrieved employees” that Mr. Torres-Galster may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, AeroVironment has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.6, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

AeroVironment required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to

compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and completing COVID screening protocols.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Torres-Galster and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Torres-Galster and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, AeroVironment required Mr. Torres-Galster and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, AeroVironment failed to pay Mr. Torres-Galster and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AeroVironment failed to pay Mr. Torres-Galster and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, AeroVironment did not provide Mr. Torres-Galster and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from AeroVironment were in violation of California Labor Code section 226(a). The violations include, but are not

limited to, the failure to include the total hours worked by Mr. Torres-Galster and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Torres-Galster and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Torres-Galster and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Torres-Galster and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Torres-Galster and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) and 1174.5 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, AeroVironment failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Torres-Galster and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, AeroVironment did not provide Mr. Torres-Galster and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, AeroVironment failed to pay Mr.

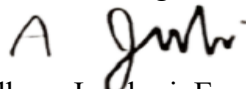
Torres-Galster and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Torres-Galster and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, AeroVironment failed to pay Mr. Torres-Galster and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Torres-Galster and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Torres-Galster and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AeroVironment. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Mr. Torres-Galster seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in black ink, appearing to read 'A. Javaheri'.

Alborz Javaheri, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

AeroVironment, Inc.
c/o FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367

EXHIBIT 3

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 16-2001 (“Original PAGA Notice”). A true and correct copy of the Original PAGA Notice is attached hereto as “**EXHIBIT B.**”

3. On March 29, 2024, Plaintiff Manuel Torres-Galster filed a Complaint for Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing a representative action entitled *Manuel Torres-Galster v. AeroVironment, Inc.*, in the Superior Court of California for the County of Ventura, Case No. 2024CUOE022908 (“Torres-Galster Action”) (together with the Johnson Action, the “Actions”) against Defendant, alleging a single cause of action for civil penalties pursuant to the PAGA on behalf the State of California with respect to aggrieved employees.

4. On February 20, 2026, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint” in the Torres-Galster Action, thereby adding William Johnson as an additional plaintiff and adding causes of action for (1) failure to properly pay overtime wages under California Labor Code §§ 510 and 1198; (2) failure to provide compliant meal breaks and associated premiums under California Labor Code §§ 226.7 and 512(a); (3) failure to provide compliant rest breaks and associated premiums under California Labor Code § 226.7; (4) failure to properly pay minimum wages under California Labor Code §§ 1194, 1197, and 1197.1; (5) failure to timely pay final wages under California Labor Code §§ 201 and 202; (6) failure to timely pay wages during employment under California Labor Code § 204; (7) failure to provide accurate itemized wage statements under California Labor Code § 226(a); (8) failure to provide paid sick leave and COVID supplemental sick leave under Labor Code Sec. 245, 246, 247, 248, and 249; (9) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (10) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (11) violation of California's unfair competition law under California Business and Professions Code Section 17200 (“Operative Complaint”).

5. On February 4, 2026, Plaintiff Manuel Torres-Galster submitted an additional letter to the LWDA and Defendant, of his intent to pursue civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.6, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission

1 Wage Orders Nos. 1-2001, 4-2001, and 16-2001. (“Additional PAGA Notice”) (together with the Original
2 PAGA Notice, the “PAGA Notices”). A true and correct copy of the Additional PAGA Notice is attached
3 hereto as “**EXHIBIT C.**”

4 6. Defendant denies all material allegations set forth in the Operative Complaint in the
5 Actions and has asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of
6 avoiding further litigation, Defendant desires to fully and finally settle the Actions, the Released Class
7 Claims, and the Released PAGA Claims.

8 7. Class Counsel diligently investigated the claims against Defendant, including any and all
9 applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of
10 information, data, and documents, and review of Defendant’s employment and operations policies,
11 practices, and procedures.

12 8. On May 8, 2025, the Parties participated in mediation with Todd Smith, Esq. (the
13 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
14 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement
15 discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed
16 analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with
17 continued litigation. Based on the documents produced, as well as Class Counsel’s own independent
18 investigation and evaluation, Class Counsel believe that the settlement with Defendant for the
19 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate
20 and is in the best interest of the Class Members, the State of California, and PAGA Members in light of
21 all known facts and circumstances, including the risk of significant delay and uncertainty associated
22 with litigation and various defenses asserted by Defendant.

23 9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
24 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
25 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it
26 will be of no force or effect, and the Parties shall be returned to their original respective positions.

27 **DEFINITIONS**

28 10. The following definitions are applicable to this Settlement Agreement. Definitions

1 contained elsewhere in this Settlement Agreement will also be effective:

2 a. “Actions” mean the putative class action entitled *William Johnson v.*
3 *Aerovironment, Inc.*, filed in in the Superior Court of the State of California, County of Los Angeles,
4 Case No. 21STCV29231 and the representative action entitled *Manuel Torres-Galster v.*
5 *AeroVironment, Inc.*, filed in the Superior Court of the State of California, County of Ventura, Case No.
6 2024CUOE022908.

7 b. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
8 and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the
9 Actions, as set forth in Paragraph 15.

10 c. “Class Counsel” means Arby Aiwarzian, Yasmin Hosseini, Ryan Slinger and
11 Alborz Javaheri of Lawyers *for* Justice, PC.

12 d. “Class List” means a complete list of all Class Members that Defendant will
13 diligently and in good faith compile from their records and provide to the Settlement Administrator. The
14 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
15 Class Member’s last-known full name, mailing address, telephone number, Social Security Number, the
16 number of Workweeks during the Class Release Period, the number of Pay Periods in the PAGA Release
17 Period and such other information as is necessary for the Settlement Administrator to calculate the
18 Individual Settlement Payments and Individual PAGA Payments(as defined herein).

19 e. “Class Member(s)” or “Class” means all current and former hourly-paid or non-
20 exempt employees of Defendant in California employed during the Class Release Period. Defendant
21 represents that the number of Class Members is approximately 950 individuals, through September 31,
22 2025.

23 f. “Class Notice” means the Notice of Class Action Settlement, substantially in the
24 form attached as “**Exhibit A.**”

25 g. “Class Release Period” means the time period from August 9, 2017, through
26 September 31, 2025, or if applicable, the Alternative End Date, pursuant to Paragraph 41.

27 h. “Class Representative” or “Plaintiffs” mean William Johnson and Manuel Torres-
28 Galster.

i. “Class Settlement” means the settlement and resolution of all Released Class Claims.

j. “Court” means the Superior Court of California for the County of Ventura.

k. “Defendant” means AeroVironment, Inc.

l. “Defendant’s Counsel” means Frank Magnanimo, Areen Babajanian and Peter Lee of Fisher & Phillips, LLP.

m. “Effective Date” means the date when the Settlement becomes final. The Settlement will become final upon the latest of the following dates: (1) if no Class Member timely and properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Settlement; (2) if a Class Member intervenes or files a motion to vacate the judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (3) if a Class Member timely and properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663, and if a timely appeal is filed, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

n. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares.

o. “Enhancement Payment” means the amount to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Actions.

p. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

r. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Member Amount that a PAGA Member may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 20.

s. “Individual Settlement Payment(s)” means the net payment of each Participating

1 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
2 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
3 Paragraph 19.

4 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
5 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
6 accordance with Paragraph 19.

7 u. "LWDA Payment" means the amount of One Hundred Fifty Thousand Dollars
8 (\$150,000.00), i.e., 75% of the PAGA Penalty Amount, that the Parties have agreed to pay to the
9 California Labor and Workforce Development Agency ("LWDA") for the PAGA Settlement, as set
10 forth in Paragraph 18.

11 v. "Net Settlement Amount" means the Total Settlement Amount less the Court-
12 approved Enhancement Payments, Settlement Administration Costs, PAGA Penalty Amount, and
13 Attorneys' Fees and Costs.

14 w. "Objection" means a Class Member's written objection to the Class Settlement,
15 which must: (a) contain the case name and number of the Torres-Galster Action; (b) contain the Class
16 Member's full name, signature, address, telephone number, and last four (4) digits of Social Security
17 Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and
18 factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which
19 the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified
20 address, postmarked on or before the Response Deadline.

21 x. "Operative Complaint" means the First Amended Class Action Complaint for
22 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et
23 Seq. filed on February 20, 2026 in the Torres-Galster Action.

24 y. "PAGA Members" means all current and former hourly paid or non-exempt
25 employees of Defendant in California employed during the PAGA Release Period.

26 z. "PAGA Member Amount" means the amount of Fifty Thousand Dollars
27 (\$50,000.00), i.e., 25% of the PAGA Penalty Amount, to be distributed to PAGA Members on a *pro*
28 *rata* basis based on their Pay Periods during the PAGA Release Period.

1 aa. “PAGA Release Period” means the time period from January 23, 2023 through
2 September 31, 2025 or, if applicable, the Alternate PAGA Release Period End Date pursuant to Paragraph
3 41.

4 bb. “PAGA Settlement” means the settlement and resolution of Released PAGA
5 Claims.

6 cc. “Pay Periods” means the number of pay periods each PAGA Member was
7 employed by Defendant as an hourly paid or non-exempt employees in California during the PAGA
8 Release Period.

9 dd. “PAGA Penalty Amount” means the allocation of Two Hundred Thousand
10 Dollars (\$200,000.00) from the Total Settlement Amount as civil penalties pursuant to the Private
11 Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of
12 the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Penalty Amount, or \$150,000.00,
13 will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or
14 \$50,000.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount).

15 ee. “Participating Class Members” means all Class Members who do not submit a
16 timely and valid Request for Exclusion.

17 ff. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means any of
18 the Plaintiffs or Defendant.

19 gg. “Preliminary Approval” means entry of the Court order granting preliminary
20 approval of the Settlement Agreement.

21 hh. “Released Class Claims” means all claims arising during the Class Release
22 Period, against any of the Released Parties, under state, federal, or local law, that were alleged or could
23 have been alleged based on the factual allegations pleaded in the Operative Complaint, under the
24 California Labor Code, Wage Orders, regulations, and/or other provisions of law, for: (1) failure to pay
25 overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal
26 period premiums under Labor Code Sec. 226.7, 512(a); (3) failure to provide rest periods and/or pay
27 rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor
28 Code Sec. 1194, 1197, 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sec.

201, 202; (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 provide paid sick leave and COVID supplemental sick leave under Labor Code Sec. 245-249; (9) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (10) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (11) violation of California's unfair competition law under California Business and Professions Code Section 17200 based on the aforementioned, including but not limited to, for violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.6, 226.7, 245-249, 510, 512, 551, 552, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders.

ii. “Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* that were alleged in the PAGA Notice and Operative Complaint or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Release Period, against any of the Released Parties, for violations of the California Labor Code, including, *inter alia*, sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.6, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 16-2001, for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

jj. “Released Parties” means Defendant AeroVironment, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

kk. “Request for Exclusion” means a Class Member’s written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of

1 the Torres-Galster Action; (b) contain the Class Member's full name, signature, address, telephone
2 number, and last four (4) digits of Social Security Number; (c) contain a clear written statement
3 indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by
4 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
5 Deadline.

6 ll. "Response Deadline" means the deadline by which Class Members must submit
7 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-
8 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
9 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
10 extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-
11 mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen
12 (15) calendar days from the initial Response Deadline.

13 mm. "Settlement Administrator" means Phoenix Settlement Administrators or any other
14 third-party class action settlement administrator agreed to by the Parties and approved by the Court for
15 purposes of administering this Settlement. The Parties and their counsel each represent that they do not
16 have any financial interest in the Settlement Administrator or otherwise have a relationship with the
17 Settlement Administrator that could create a conflict of interest.

18 nn. "Settlement Administration Costs" means the costs payable from the Total
19 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
20 Settlement, as set forth in Paragraph 17.

21 oo. "Total Settlement Amount" means the amount of Two Million One Hundred
22 Thousand Dollars (\$2,100,000.00) to be paid by Defendant in full resolution of all Released Class Claims,
23 Released PAGA Claims, and the Actions provided for under the Class Settlement and PAGA Settlement,
24 which includes all Attorneys' Fees and Costs to be paid to Class Counsel, Enhancement Payments to be
25 paid to Plaintiffs, PAGA Penalty Amount to be paid to the LWDA and PAGA Members, Net Settlement
26 Amount to be paid to the Participating Class Members, and Settlement Administration Costs to be paid
27 to the Settlement Administrator. The Total Settlement Amount may increase to the extent provided in
28 Paragraph 41. The Total Settlement Amount does not include Employer Taxes; Employer Taxes will be

1 paid by Defendant, separately and in addition to the Total Settlement Amount.

2 pp. “Workweeks” means the number of weeks each Class Member was employed by
3 Defendant as an hourly paid or non-exempt employee of Defendant in California during the Class Release
4 Period.

5 qq. “Workweeks Dispute” means a Class Member’s written letter disputing the pre-
6 printed information on the Class Notice as to the number of Workweeks and/or Pay Periods credited to
7 them, which must: (a) contain the case name and number of the Torres-Galster Action; (b) contain the
8 Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social
9 Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks and/or
10 Pay Periods credited to him or her and what he or she contends is the correct number to be credited to
11 him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted
12 by mail to the Settlement Administrator at the specified address, postmarked on or before the Response
13 Deadline.

14 **CLASS CERTIFICATION**

15 11. For the purposes of this settlement only, the Parties stipulate to the certification of the
16 Class.

17 12. The Parties agree that certification for the purpose of settlement is not an admission that
18 certification is proper under California Code of Civil Procedure section 382. Should, for whatever
19 reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the
20 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
21 in connection with, the issue of whether or not certification would be appropriate as to any of the claims
22 asserted by Plaintiffs against Defendant in a non-settlement context.

23 **TERMS OF AGREEMENT**

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

26 13. Amendment of Complaint. To implement the terms of the Settlement, Parties have
27 agreed that Plaintiff Manuel Torres-Galster will file a First Amended Class Action Complaint for
28 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et

Seq. in the Torres-Galster Action, that will add Plaintiff Johnson as a named plaintiff, and add causes of action for (1) failure to properly pay overtime wages under California Labor Code §§ 510 and 1198; (2) failure to provide compliant meal breaks and associated premiums under California Labor Code §§ 226.7 and 512(a); (3) failure to provide compliant rest breaks and associated premiums under California Labor Code § 226.7; (4) failure to properly pay minimum wages under California Labor Code §§ 1194, 1197, and 1197.1; (5) failure to timely pay final wages under California Labor Code §§ 201 and 202; (6) failure to timely pay wages during employment under California Labor Code § 204; (7) failure to provide accurate itemized wage statements under California Labor Code § 226(a); (8) failure to maintain requisite payroll records under California Labor Code § 1174(d); (9) failure to reimburse necessary business expenses under California Labor Code §§ 2800 and 2802; (10) failure to provide sick pay days §§ 245, 246, 247, 248, and 249 (11) violation of California Business and Professions Code §§ 17200, et seq. Parties will enter into a separate stipulation seeking an order from the Court granting Plaintiffs leave to file the contemplated amended complaint and/or Plaintiffs will move the Court for leave to file the contemplate amended complaint (and Defendant will not oppose this request).

14. Funding and Disbursement of the Total Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into the settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Participating Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement Payments to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will also obtain funds from Defendant that are sufficient for the Employer Taxes that Defendant must fund separately and in addition to the Total Settlement Amount. The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of

taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

15. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$735,000.00 if the Total Settlement Amount is \$2,100,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, supported by declaration, in an amount not to exceed Sixty Thousand Dollars (\$60,000.00), both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Participating Class Members.

16. Enhancement Payments. In recognition of their efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for an Enhancement Payments to Plaintiffs in the amount of up to Ten Thousand Dollars (\$10,000.00) each, for a total of Twenty Thousand Dollars (\$20,000.00). The Enhancement Payments, which will be paid from the Total Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and/or Individual PAGA Payment (if applicable) that she is eligible to receive pursuant to the Settlement.

The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Payments to Plaintiffs, or approve it in an amount that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Participating Class Members.

17. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Thirteen Thousand Dollars (\$13,000.00). These costs, which will be paid from the Total Settlement Amount subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Participating Class Members.

18. PAGA Penalty Amount. Subject to approval by the Court, the Parties agree that the amount of Two Hundred Thousand Dollars (\$200,000.00) from the Total Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (i.e., the PAGA Penalty Amount), of which seventy-five percent (75%), or \$150,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$50,000.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on Pay Periods during the PAGA Release Period (i.e., the Individual PAGA Payment).

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2 19. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated
3 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks
4 during the Class Release Period, as follows:

5 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
6 divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class
7 Release Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual
8 Workweeks during the Class Release Period by the Estimated Workweek Value to yield his or her
9 estimated Individual Settlement Share.

10 b. After Final Approval of the Settlement, the Settlement Administrator will divide
11 the final Net Settlement Amount by the Workweeks of all Participating Class Members during the Class
12 Release Period to yield the "Final Workweek Value," and multiply each Participating Class Member's
13 individual Workweeks during the Class Release Period by the Final Workweek Value to yield his or her
14 Individual Settlement Share.

15 20. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
16 and apportioned from the PAGA Member Amount based on the PAGA Members' number of Pay
17 Periods during the PAGA Release Period as follows: The Settlement Administrator will divide the
18 PAGA Member Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of Pay Periods
19 of all PAGA Members during the PAGA Release Period to yield the "PAGA Pay Period Value," and
20 multiply each PAGA Member's individual Pay Periods during the PAGA Release Period by the PAGA
21 Pay Period Value to yield his or her Individual PAGA Payment.

22 21. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
23 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are actually
24 issued to the payee. It is expressly understood and agreed that payments made under this Settlement
25 shall not in any way entitle Plaintiffs, Participating Class Members, or PAGA Members to additional
26 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
27 or other compensation or benefit plan or agreement in place during the Class Release Period, nor will it
28 entitle Plaintiffs, Participating Class Members, or PAGA Members to any increased retirement, 401K

benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Participating Class Members and PAGA Members in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Release Period).

22. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

23. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

24. Notice by First-Class U.S. Mail.
a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks and/or Pay Periods. The Class Notice will include the procedure by which a Class Member and/or PAGA Member may dispute the number of Workweeks and/or Pay Periods allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member and/or PAGA Member, Defendant's records will be presumed correct and determinative of the

dispute. The Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and/or PAGA Member and the Settlement Administrator will resolve and determine the number of Workweeks and/or Pay Periods that the disputing Class Member and/or PAGA Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

25. Settlement Checks.

a. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Participating Class Members and the Individual PAGA Payments by way of check to the PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual.

b. The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required

c. Each Individual Settlement Payment check and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the cancelation of checks issued to Participating Class Members and PAGA Members, shall be paid to the State of California's Controller's Office Unclaimed Property Division, in the name of the Participating Class Member and/or PAGA Member and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment.

d. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Participating Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will

1 have claim preclusive impact with respect to them and all Participating Class Members with respect to
2 the Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
3 PAGA Members with respect to the PAGA Settlement irrespective of whether their Individual PAGA
4 Payment checks are canceled.

5 26. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
6 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
7 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark
8 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
9 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
10 Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and
11 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in
12 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for
13 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
14 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not
15 be issued an Individual Settlement Payment. All PAGA Members will be bound by the PAGA
16 Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a
17 Request for Exclusion from the Class Settlement.

18 27. Procedures for Objecting to the Class Settlement. Class Members who have not opted out
19 of the Class Settlement (i.e., Participating Class Members) may object to the Class Settlement. To object
20 to the Class Settlement, Participating Class Members may submit a timely and complete Objection to
21 the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be
22 signed by the Participating Class Member and contain all information required by Section 10.w. of this
23 Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the
24 Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise
25 encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval
26 Order and Judgment. Participating Class Members may also present their objection orally at the Final
27 Approval Hearing, irrespective of whether they submit a written Objection. The Settlement
28 Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were

1 timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in
2 advance of the Final Approval Hearing.

3 28. Reports by the Settlement Administrator Regarding Settlement Administration. The
4 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
5 certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number
6 of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class
7 Members who have submitted timely and complete Objections; (d) the number of undeliverable Class
8 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will
9 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
10 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
11 an individual or any other entity regarding inclusion in the Class and/or Settlement.

12 29. Certification of Completion. Upon completion of administration of the Settlement, the
13 Settlement Administrator will provide a written declaration under oath to certify such completion to the
14 Court and counsel for all Parties.

15 30. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
16 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
17 (80%) as non-wage damages, interest, and penalties. The portion allocated to wages will be reported on
18 an IRS Form W-2 and the portions allocated to non-wage damages, interest, and penalties will be
19 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
20 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
21 Individual Settlement Shares, and issue checks to Participating Class Members for their Individual
22 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
23 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
24 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

25 31. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
26 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
27 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
28 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all

1 payroll taxes, contributions, and withholdings to the appropriate government authorities.

2 32. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
3 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
4 to Class Members or PAGA Members regarding the Settlement to constitute advice regarding taxes or
5 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other
6 communication regarding the Settlement be relied on as such. Plaintiffs, Participating Class Members,
7 and PAGA Members understand and agree that they will be solely responsible for correctly
8 characterizing any compensation received by them under the Settlement on their personal income tax
9 returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

10 33. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
11 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
12 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
13 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
14 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
15 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
16 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
17 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
18 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
19 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
20 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
21 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
22 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
23 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
24 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
25 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
26 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
27 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
28 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES

(REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

34. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

35. Releases of Claims.

a. Class Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

36. PAGA Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to PAGA Members, and PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiffs and the PAGA Members.

37. General Release of Claims by Plaintiffs. In addition to the above releases of claims, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act,

California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code section 1542, which 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.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount. Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

38. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class

1 Notice and directing its mailing to the Class by U.S. Mail;

2 f. Approving the manner and method for Class Members to request exclusion from
3 or object to the Class Settlement as contained herein and within the Class Notice; and

4 g. Scheduling a Final Approval Hearing at which the Court will determine whether
5 the Settlement should be finally approved as fair, reasonable, and adequate.

6 39. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
7 the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiffs'
8 motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether
9 Final Approval of the Settlement should be granted, along with the amounts properly payable for
10 Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and
11 Costs, Enhancement Payments, and Settlement Administration Costs. By way of said motion, Plaintiffs
12 will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval
13 Order and Judgment"), which will provide for, in substantial part, the following:

14 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
15 consummation of its terms and provisions;

16 b. Certification of the Class;

17 c. Appointment of Plaintiffs as representatives of the Class;

18 d. Appointment of Class Counsel as counsel for the Class;

19 e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

20 f. Approval of the application for Enhancement Payments to Plaintiffs;

21 g. Directing Defendant to fund all amounts due under the Settlement Agreement and
22 ordered by the Court; and

23 h. Entering judgment in this Action, while maintaining continuing jurisdiction to
24 implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement
25 Agreement.

26 ///

27 40. Effects of Termination of the Settlement. In the event that the Settlement Agreement is
28 not approved by the Court, such a development shall have the following effects:

1 a. The Settlement Agreement and all negotiations, statements, and proceedings
2 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
3 to their respective positions in the Actions prior to the execution of the Settlement Agreement;

4 b. Neither this Settlement Agreement, nor any ancillary documents, actions,
5 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
6 shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and

7 c. Any documents generated to bring the Settlement into effect, will be null and
8 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be
9 treated as void from the beginning.

10 41. Escalator Clause. Defendant represents that there are approximately 129,400 Workweeks
11 during the period from August 8, 2017, to May 8, 2025. If it is determined that the total number of
12 Workweeks exceed 129,400 by more than ten percent (10%) (i.e. exceeds 142,340) during the Class
13 Release Period (i.e., August 9, 2017, through September 31, 2025, or if applicable, the Alternative End
14 Date, pursuant to this Paragraph), at Defendant's option either: (a) Defendant shall increase the Total
15 Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks
16 for the Class Members above 10% (e.g., if the number of workweeks increases by 11% to 143,634
17 workweeks, the Total Settlement Amount will increase by 1%), or (b) the Class Release Period shall
18 end on the last day on which the Workweeks for the Class Members do not exceed 142,340, and this
19 date shall be referred to as the "Alternate Class Release Period End Date." In the event that Defendant
20 chooses to end the Class Release Period on the Alternative Class Release Period End Date, then, the
21 PAGA Release Period will also end on the Alternate Class Release Period End (and such date shall be
22 referred to as the "Alternate PAGA Release Period End Date").

23 42. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
24 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
25 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
26 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
27 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

28 43. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the

terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

44. Limitation on Publicity. Plaintiffs and Class Counsel agree not to issue press releases and engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA Members. However, for the limited purpose of allowing Class Counsel to prove their experience and adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Actions for such purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal law, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

47. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

1 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
7 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
8 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
9 provisions that otherwise might apply under state or federal law.

10 49. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
12 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Participating
13 Class Members, and the release shall have the same force and effect as if this Settlement Agreement
14 were executed by each Participating Class Member.

15 50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 51. California Law Governs. All terms of this Settlement Agreement and attached exhibits
18 hereto will be governed by and interpreted according to the laws of the State of California.

19 52. Execution and Counterparts. This Settlement Agreement is subject only to the execution
20 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
21 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
22 signature page, will be deemed to be one and the same instrument.

23 53. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class
25 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations
26 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.
27 The Parties further acknowledge that they are each represented by competent counsel and that they have
28 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this

1 Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator
2 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the
3 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the
4 Settlement is objectively fair and reasonable.

5 54. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
6 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
7 consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and
8 enforceable.

9 55. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the
10 terms herein and agree to fully cooperate to implement the Settlement.

11 56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
12 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
13 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
14 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
15 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any
16 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
17 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
18 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
19 admission or concession by Defendant of any such violations or failures to comply with any applicable
20 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
21 Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or
22 proceeding to establish any liability or admission on the part of Defendant or to establish the existence
23 of any condition constituting a violation of, or a non-compliance with state, federal, local, or other
24 applicable law.

25 57. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
26 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
27 provisions of this Settlement Agreement.

28 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

59. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full by the Parties with the assistance of their respective counsel.

60. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

To Plaintiffs and Class Counsel:

Arby Aiwarzian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

To Defendant:

Frank Magnanimo, Esq.
Areen Babajanian, Esq.
Peter Lee, Esq.
FISHER & PHILLIPS, LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

61. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

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

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any

document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendant:

IT IS SO AGREED.

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF WILLIAM JOHNSON

Electronically Signed: 2026-04-29 20:00:43 UTC - 172.56.8.96
Hirox AssureSign® ba8cc163-d80e-4b6d-a93c-b43a0168745c

Dated: 29/04/2026, 2026

William Johnson, Plaintiff

PLAINTIFF MANUEL TORRES-GALSTER

Dated: _____, 2026

Manuel Torres-Galster, Plaintiff

DEFENDANT AEROVIRONMENT, INC.

Dated: _____, 2026

Full Name:
Title:
On behalf of AeroVironment, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2026

Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiffs and Proposed Class Counsel

FISHER & PHILLIPS, LLP

Dated: _____, 2026

Areen Babajanian
Frank Magnanimo
Peter Lee
Attorneys for Defendant AeroVironment, Inc.

PLAINTIFF WILLIAM JOHNSON

Dated: _____, 2026

William Johnson, Plaintiff

PLAINTIFF MANUEL TORRES-GALSTER

Dated: 04/29/2026, 2026

Electronically Signed _____ 2026-04-29 22:52:13 UTC - 68.224.149.227
Nintex AssureSign® _____ 0477a167-afef-4d99-95a5-b43a01687f61

Manuel Torres-Galster, Plaintiff

DEFENDANT AEROVIRONMENT, INC.

Dated: _____, 2026

Full Name:
Title:
On behalf of AeroVironment, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: April 30, 2026

A. Javaheri
Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiffs and Proposed Class Counsel

FISHER & PHILLIPS, LLP

Dated: _____, 2026

Areen Babajanian
Frank Magnanimo
Peter Lee
Attorneys for Defendant AeroVironment, Inc.

PLAINTIFF WILLIAM JOHNSON

Dated: _____, 2026

William Johnson, Plaintiff

PLAINTIFF MANUEL TORRES-GALSTER

Dated: _____, 2026

Manuel Torres-Galster, Plaintiff

DEFENDANT AEROVIRONMENT, INC.

Dated: April 28, 2026

Signed by:

Melissa Brown

EEF3435E56734D9...

Full Name: Melissa Brown
Title: EVP, Chief Legal Officer & Corporate Secretary
On behalf of AeroVironment, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2026

Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiffs and Proposed Class Counsel

FISHER & PHILLIPS, LLP

Dated: April 28, 2026

Areen Babajanian

Areen Babajanian
Frank Magnanimo
Peter Lee
Attorneys for Defendant AeroVironment, Inc.