

Arby Aiwarzian (SBN 269827)
Ryan Slinger (SBN 351297)
Alborz Javaheri (SBN 364246)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**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 ALBORZ JAVAHERI
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: September 30, 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 ALBORZ JAVAHERI

I, Alborz Javaheri, 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.

2. On April 30, 2026, Plaintiffs and Defendant AeroVironment, Inc. (“Defendant”) (collectively, the “Parties”) entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Original Agreement”), memorializing the formal terms of the resolution of the above-captioned action, subject to Court approval.

3. On May 13, 2026, Plaintiffs filed the Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the Original Agreement.

4. On July 1, 2026, the Court issued a Minute Order regarding Motion for Preliminary Approval, thereby continuing the hearing regarding Motion for Preliminary Approval and raising multiple points of inquiry with respect to the Motion for Preliminary Approval and the Original Agreement (“July 2026 Minute Order”).

5. Based on the Court’s points of inquiry set forth in the July 2026 Minute Order, the Parties met and conferred and negotiated Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement and Release (“Amendment No. 1”) (together with Original Agreement, the “Settlement,” “Agreement,” or “Settlement Agreement”), a true and correct copy of which is attached hereto as “**EXHIBIT 1.**”

ESTIMATE OF THE VALUE OF THE CLAIMS

6. As set forth in the Court’s July 2026 Minute Order, the Court requested that Class Counsel provide an analysis of the maximum and realistic exposure estimate for each claim asserted, methodology used to calculate the estimates, and estimated number of employees in the class.

7. Plaintiffs' action alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiffs further contend that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

8. Based on data provided by Defendant, the total number of Class Members during the period from August 9, 2017, through October 1, 2025 ("Class Period") was estimated to be approximately 950 individuals who worked an estimated total of 139,157 Workweeks with an average hourly rate of pay of \$28.52.

9. Plaintiffs contended that Defendant required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Defendant discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiffs contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that Class Members were required to remain on premises during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the wage

1 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.
2 Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and the other Class
3 Members for necessary business expenses, including, but not limited to, the costs associated with
4 the usage of personal cell phones.

5 10. Class Counsel considered Defendant's arguments, e.g., that the employer's
6 practices, policies, and procedures complied with the law, that Defendant paid Class Members
7 over the California minimum wage for all hours worked, that Defendant correctly paid overtime
8 for all overtime hours worked, that no waiting-time penalties were due because waiting-time
9 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
10 resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage
11 statement violations and that this alleged violation and the alleged recordkeeping violation are
12 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
13 employees for necessary business-related expenses exists. Class Counsel also considered the
14 likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code,
15 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that
16 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also
17 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it
18 could be determined that individual liability issues predominate (e.g., due to purported variation in
19 shifts, locations, job duties, and other circumstances which could raise individualized questions of
20 fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

21 11. Class Counsel considered information, data, and documents obtained from
22 Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations
23 and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential
24 value of the claims. However, the potential value of each claim assumed an exposure based on the
25 above-captioned action having been certified and Plaintiffs having proven all elements of the
26 claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a
27 representative basis), despite risks associated with obtaining and maintaining certification and
28 demonstrating manageability, risks to establishing liability and any underlying California Labor

Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$5,953,136.46 (139,157 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of \$42.78, which is based on the average hourly rate of \$28.52). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,678,911.41), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,071,564.56), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$375,047.60).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$3,968,757.64 (139,157 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$28.52). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,785,940.94, a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$714,376.38), and a discount of 65% was applied to account for the risks associated with proving the

1 extent of damages and obtaining an award thereof (bringing the value of this claim
2 closer to \$250,031.73).

3 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
4 value of this claim was estimated to be \$3,968,757.64 (139,157 workweeks x 1
5 meal period premium x average hourly rate of \$28.52). At this juncture, a discount
6 of 55% was applied to account for the risks associated with obtaining and
7 maintaining class certification (bringing the value of this claim closer to
8 \$1,785,940.94), a discount of 60% was applied to account for the risks associated
9 with succeeding on the merits and establishing liability (bringing the value of this
10 claim closer to \$714,376.38), and a discount of 60% was applied to account for the
11 risks associated with proving the extent of damages and obtaining an award thereof
12 (bringing the value of this claim closer to \$285,750.55).

13 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
14 value of this claim was estimated to be \$7,937,515.28 (139,157 workweeks x 2 rest
15 period premiums x average hourly rate of \$28.52). At this juncture, a discount of
16 55% was applied to account for the risks associated with obtaining and maintaining
17 class certification (bringing the value of this claim closer to \$3,571,881.88), a
18 discount of 60% was applied to account for the risks associated with succeeding on
19 the merits and establishing liability (bringing the value of this claim closer to
20 \$1,428,752.75), and a discount of 60% was applied to account for the risks
21 associated with proving the extent of damages and obtaining an award thereof
22 (bringing the value of this claim closer to \$571,501.10).

23 e. Failure to Timely Pay Wages During Employment: The value of this claim is
24 considered as a part of the valuation of the PAGA claim contained *infra*.

25 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):
26 Based on information and data provided by Defendant, it was estimated that
27 approximately 605 Class Members had been terminated during the three-year
28 statute of limitations (i.e., from August 9, 2018). Assuming that these individuals

were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$4,141,104.00 collectively (605 individuals x [30 days x hourly rate of \$28.52 x 8 hours]), or approximately \$6,844.80 per individual. At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,863,496.80), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$745,398.72), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$298,159.49).

- g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$3,524,000.00 (881 violations x \$4,000 maximum statutory penalty). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,585,800.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$634,320.00), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$253,728.00).
- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$932,351.90 (139,157 workweeks x \$6.70 unreimbursed business expenses). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$419,558.36), a discount of 60% was applied to

1 account for the risks associated with succeeding on the merits and establishing
2 liability (bringing the value of this claim closer to \$167,823.34), and a discount of
3 65% was applied to account for the risks associated with proving the extent of
4 damages and obtaining an award thereof (bringing the value of this claim closer to
5 \$58,738.17).

6 j. PAGA Penalties: The amount of civil penalties at issue, which the Court could
7 determine whether or not to assess and whether or not to reduce based on the facts
8 and circumstances of the case (to avoid an award that is unjust, arbitrary and
9 oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),
10 were estimated to be approximately \$1,149,750.00 (657 aggrieved employees
11 estimated to have worked during one-year statutory period x \$1,750 civil penalties).
12 At this juncture a discount of 30% was applied to account for the risks associated
13 with possible bifurcation of discovery and/or trial (bringing the value of this claim
14 closer to \$804,825.00), a discount of 45% was applied to account for the risks
15 associated with succeeding on the merits and establishing liability (bringing the
16 value of this claim closer to \$442,653.75), and a discount of 55% was applied to
17 account for the risks associated with the Court's discretion to reduce civil penalties
18 and obtaining an award of civil penalties (bringing the value of this claim closer to
19 \$199,194.19).

20 12. The foregoing discussion confirms that the amount of the Settlement is adequate in
21 light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those
22 allegations and causes of action, and legal and factual arguments and circumstances which pose
23 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
24 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor
25 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is
26 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that
27 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
28 associated with further litigation and the present value of obtaining a settlement now as opposed to

monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

CLASS NOTICE

6. As set forth in the Court's July 2026 Minute Order, the Court indicated that Class Counsel did not attach the Proposed Notice to the Original Agreement.

7. Marked and attached hereto as "**EXHIBIT 2**" is a true and correct copy of the Original Agreement entered into by and between the Parties. The proposed Notice of Class Action Settlement ("Class Notice"), is attached to the Original Agreement as "Exhibit A."

SETTLEMENT ADMINISTRATOR

8. As set forth in the Court's July 2026 Minute Order, the Court requested Class Counsel to provide the anticipated costs of class notice, how the administrator will receive the class list, when and how notice will be issued.

9. The Declaration of Mike Moore that was submitted for filing concurrently with this declaration sets forth the anticipated costs of class notice.

10. Per section 23 of the Settlement Agreement, the Defendant will provide the Class List to the Settlement Administrator within twenty-one (21) calendar days of Preliminary Approval.

11. Per section 24(a) of the Settlement Agreement, 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 the Class Notice to all Class Members within fourteen (14) calendar days of receipt of the Class List from Defendant. Per 24(b) of the Settlement Agreement, for 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.

///

**ALLOCATION OF SETTLEMENT FUNDS AMONG CLASS CLAIMS AND PAGA
CLAIMS**

12. As set forth in the Court's July 2026 Minute Order, the Court requested Class Counsel to provide justification for allocation of settlement funds among Class and PAGA claims.

13. The Parties agreed to allocate Two Hundred Thousand Dollars (\$200,000.00) to settle the relevant PAGA claim. This amount is fair because it ensures that the PAGA Members receive an equitable share of the Gross Settlement Amount. Class Counsel values the PAGA claim, after reasonable discounts, at \$199,194.19 which is in the range of the \$200,000 that was allocated to the PAGA claim.

CY PRES RECIPIENT

14. As set forth in the Court's July 2026 Minute Order, the Court requested Class Counsel to explain why a *cy pres* recipient under CCP 384 could not be selected rather than State Controller's Office.

15. To address the Court's concerns, the Parties designated Boys & Girls Clubs of Greater Oxnard & Port Hueneme as the Proposed *Cy Pres* Recipient in the Settlement Agreement.

COSTS INCURRED TO DATE

16. As set forth in the Court's July 2026 Minute Order, the Court requested Class Counsel to provide the costs incurred to date.

17. Lawyers for Justice, PC has thus far incurred **\$46,582.19** in litigation costs and expenses incurred in the matter, as reflected in "**EXHIBIT 3**" attached hereto. These expenses are reasonable and necessary in the prosecution of the matter and to obtain the settlement.

**NOTICE OF THE PAGA SETTLEMENT TO THE LABOR AND WORKFORCE
DEVELOPMENT AGENCY**

18. As set forth in the Court's July 2026 Minute Order, the Court requested Class Counsel to clarify whether notice of the PAGA Settlement together with the settlement was provided to the LWDA.

19. On May 13, 2026, Class Counsel submitted a copy of Plaintiffs' Motion for Preliminary Approval and supporting documents, which includes the Original Agreement to the

1 LWDA entitled, Proposed Settlement. A true and correct copy of the LWDA's confirmation email
2 is attached hereto as "**EXHIBIT 4.**"

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

5 Executed on this 2nd day of September 2026, at Glendale, California.

6
7 
8 Alborz Javaheri
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Ryan Slinger (SBN 351297)
Alborz Javaheri (SBN 364246)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

Frank Magnanimo (SBN 174570)
FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367
Tel: (818) 230-4250 / Fax: (818) 230-4251

Areen Babajanian (SBN 290130)
Peter Lee (SBN 318853)
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Tel: (213) 330-4500 / Fax: (213) 330-4501

Attorneys for Defendants

**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

**AMENDMENT NO. 1 TO THE JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

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

Plaintiffs William Johnson and Manuel Torres-Galster (together, “Plaintiffs”) and Defendant AeroVironment, Inc. (“Defendant”) (collectively, “Parties”), pursuant to Paragraph 47 of the Joint Stipulation of Class Action and PAGA Settlement and Release entered into on or around April 30, 2026 (“Original Agreement”), hereby agree to amend the terms of the Original Agreement, as stated herein. Other than as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

A. Paragraph 10.e of the Original Agreement is hereby amended as follows:

“Class Member(s)” or “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period. Defendant represents that the number of Class Members is approximately 950 individuals, through October 1, 2025.

B. Paragraph 10.g of the Original Agreement is hereby amended as follows:

“Class Release Period” means the time period from August 9, 2017, through October 1, 2025, or, if applicable, the Alternative Class Release End Date, pursuant to Paragraph 41.

C. Paragraph 10.aa of the Original Agreement is hereby amended as follows:

“PAGA Release Period” means the time period from January 23, 2023 through October 1, 2025, or, if applicable, the Alternate PAGA Release Period End Date pursuant to Paragraph **Error! Reference source not found..**

D. Paragraph 25.c of the Original Agreement is hereby amended as follows:

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 the 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 Boys & Girls Clubs of Greater Oxnard and Port Hueneme (“Proposed *Cy Pres* Recipient”). The Proposed *Cy Pres* Recipient is a nonprofit 501(c)(3) corporation that is a premier youth development organization that provides quality programs to help youth reach their fullest potential

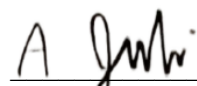
through a positive environment, lifelong learning, and quality programs dedicated to the arts, education, character and leadership development, health and recreation. The Parties and their counsel do not have any interests in the Proposed *Cy Pres* Recipient or involvement within the governance or work of the Proposed *Cy Pres* Recipient. Payment to the Proposed *Cy Pres* Recipient shall be made after the Court enters an order approving the Parties' stipulation to amend the Judgment, which the Parties shall prepare and file in accordance with California Code of Civil Procedure sections 384.5, *et seq.*

E. Paragraph 41 of the Original Agreement is hereby amended as follows:

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

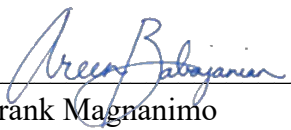
Dated: September 2, 2026

LAWYERS for JUSTICE, PC

By: 
Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiffs

Dated: September 2, 2026

FISHER & PHILLIPS LLP

By: 

Frank Magnanimo

Areen Babajanian

Peter Lee

Attorneys for Defendant

EXHIBIT 2

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).

1 ///

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
William Johnson, Plaintiff

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.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Manuel Torres-Galster, et al. v. AeroVironment, Inc.

Superior Court of California for the County of Ventura, Case No. 2024CUOE022908

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs William Johnson and Manuel Torres-Galster (together, "Plaintiffs") and Defendant AeroVironment, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Manuel Torres-Galster, et al. v. AeroVironment, Inc.*, Ventura County Superior Court, Case No. 2024CUOE022908 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period.

"Class Release Period" means the period from August 9, 2017, through [September 31, 2025, or if applicable, the Alternative End Date].

"Class Settlement" means the settlement and resolution of Released Class Claims (described in Section III.D below).

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

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Release Period" means the time period from January 23, 2023 through [September 31, 2025 or, if applicable, the Alternate PAGA Release Period End Date].

II. BACKGROUND OF THE ACTION

On January 23, 2024, Plaintiff Torres-Galster provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of his intent to pursue civil penalties for alleged violations of the California Labor Code ("PAGA Notice"). On March 29, 2024, Plaintiff Torres-Galster filed a Complaint for Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. On February 20, 2026, Plaintiff Torres-Galster filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint").

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs William Johnson and Manuel Torres-Galster as representatives of the Class ("Class Representatives"), and the following

counsel as counsel for the Class (“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
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and V below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is \$2,100,000.00 (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 35% of the Total Settlement Amount (i.e., \$735,000.00 if the Total Settlement Amount remains \$2,100,000.00) and reimbursement of litigation costs and expenses in an amount up to \$60,000.00 (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payments in an amount up to \$10,000.00 to each Plaintiff (i.e., \$20,000.00 total); (3) Settlement Administration Costs in an amount up to \$13,000.00 to the Settlement Administrator; and (4) the amount of \$200,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (\$150,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$50,000.00) will be distributed to PAGA Members (“PAGA Member Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as an hourly paid or non-exempt employee of Defendant in California during the Class Release Period (“Workweeks”). The Settlement Administrator divided the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Release Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Release Period by the Estimated Workweek Value to arrive at each Class Member’s Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”), based on the number of pay periods each PAGA Member was employed by Defendant as an hourly paid or non-exempt employee in California during the PAGA Release Period (“Pay Periods”). The Settlement Administrator divided the PAGA Member Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of Pay Periods of all PAGA Members during the PAGA Release Period to yield the “PAGA Pay Period Value,” and multiplied each PAGA Member’s individual Pay Periods during the PAGA Release Period by the PAGA Pay Period Value

to arrive at each PAGA Member's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or Pay Periods Based on Defendant's Records

According to Defendant's records:

From August 9, 2017 through [end date] (i.e., Class Release Period), you are credited with << >> Workweeks.

From January 23, 2023 through [end date] (i.e., PAGA Release Period), you are credited with << >> Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action (*Manuel Torres-Galster, et al. v. AeroVironment, Inc.*, Ventura Superior Court Case No. 2024CUOE022908); (b) contains your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) contain a clear statement that you dispute of the number of Workweeks and/or Pay Periods during the Class Release Period and/or PAGA Release Period credited to you and what you contend is correct; (d) contain any relevant documentation in support of the dispute; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section V.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<< >>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<< >>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all 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.

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.

"Released Class Claims" means all claims arising during the Class Release Period, against any of the Released Parties, under state, federal, or local law, that were alleged or could have been alleged based on the factual allegations pleaded in the Operative Complaint, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512(a); (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sec. 201, 202; (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.

“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.

“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.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$735,000.00 if the Total Settlement Amount is \$2,100,000.00) and reimbursement of litigation costs and expenses in an amount of up to Sixty Thousand Dollars (\$60,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000.00) to each Plaintiff (“Enhancement Payments”), in recognition of their services in connection with the Action and their broader individual release and waiver of claims. The Enhancement Payments will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirteen Thousand Dollars (\$13,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Total Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within thirty (30) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Members are expected to occur no within seven (7) calendar days after the funding of the Total Settlement Amount.

“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.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Manuel Torres-Galster, et al. v. AeroVironment, Inc.*, Ventura County Superior Court, Case No. 2024CUOE022908); (b) contain your full name, signature, address, telephone number, last four (4) digits of your Social Security number; (c) contain a clear statement that you request to be excluded from the Class Settlement; and (d) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Action (*Manuel Torres-Galster, et al. v. AeroVironment, Inc.*, Ventura County Superior Court, Case No. 2024CUOE022908); (b) contain your full name, signature, address, telephone number, last four (4) digits of your Social Security number; (c) state the grounds for your objection accompanied by any legal and factual support of the objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 44 of the Ventura County Superior Court, located at the Hall of Justice, 800 South Victoria Avenue Ventura, CA 93009, on <<date>>, at <<time>>, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: https://ventura.courts.ca.gov/system/files/general/remoteppearance_courtwebsite.pdf.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://ventura.courts.ca.gov/>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 800 South Victoria Avenue Ventura, CA 93009, during business hours, or online by visiting the following website: <https://ventura.ecourt.com/public-portal/?q=node/388>), logging in or registering an account, and entering the Case Number for the Torres-Galster Action, "2024CUOE022908".

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B



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 C



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

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Torres-Galster vs. AeroVironment, Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
11/20/2023	U.S. Postmaster	Postage	\$8.56
1/23/2024	U.S. Postmaster	Postage	\$8.73
1/23/2024	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
3/29/2024	Legal Document Server, Inc.	Attorney Service	\$200.23
3/29/2024	Ventura Superior Court	Complaint Filing Fee	\$435.00
5/14/2024	Legal Document Server, Inc.	Attorney Service	\$155.00
8/27/2024	Legal Document Server, Inc.	Attorney Service	\$155.00
9/6/2024	CourtCall, LLC	Attorney Service	\$72.00
9/9/2024	Legal Document Server, Inc.	Attorney Service	\$155.00
11/5/2024	Legal Document Server, Inc.	Attorney Service	\$156.39
11/5/2024	Ventura Superior Court	Stipulation & Order Fee	\$20.00
11/14/2024	Legal Document Server, Inc.	Attorney Service	\$155.00
1/10/2025	Legal Document Server, Inc.	Attorney Service	\$18.20
1/31/2025	General Logistics Systems US, Inc.	Courier Service	\$67.90
2/5/2025	Legal Document Server, Inc.	Attorney Service	\$18.20
3/19/2025	Legal Document Server, Inc.	Attorney Service	\$18.20
5/27/2025	Legal Document Server, Inc.	Attorney Service	\$18.20
7/9/2025	Legal Document Server, Inc.	Attorney Service	\$19.59
7/9/2025	Ventura Superior Court	Stipulation & Order Fee	\$20.00
8/4/2025	Legal Document Server, Inc.	Attorney Service	\$18.20
12/3/2025	Legal Document Server, Inc.	Attorney Service	\$18.20
1/27/2026	Legal Document Server, Inc.	Attorney Service	\$19.20
2/14/2026	Legal Document Server, Inc.	Attorney Service	\$19.20
2/18/2026	Legal Document Server, Inc.	Attorney Service	\$20.59
2/18/2026	Ventura Superior Court	Stipulation & Order Fee	\$20.00
3/2/2026	Legal Document Server, Inc.	Attorney Service	\$19.20
3/4/2026	Legal Document Server, Inc.	Attorney Service	\$19.20
3/6/2026	Legal Document Server, Inc.	Attorney Service	\$19.20
5/14/2026	Legal Document Server, Inc.	Attorney Service	\$23.37
5/14/2026	Ventura Superior Court	Motion Fee	\$60.00
5/22/2026	Legal Document Server, Inc.	Attorney Service	\$19.20
7/27/2026	Legal Document Server, Inc.	Attorney Service	\$19.20
Total:			<u>\$2,070.96</u>

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Johnson vs. AeroVironment, Inc.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
11/18/2020	U.S. Postmaster	Postage	\$6.95
2/2/2021	U.S. Postmaster	Postage	\$7.00
6/24/2021	U.S. Postmaster	Postage	\$7.20
8/9/2021	Legal Document Server, Inc.	Attorney Service	\$180.23
8/9/2021	Los Angeles Superior Court	Complex Filing Fee	\$1,000.00
8/9/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
8/26/2021	Legal Document Server, Inc.	Attorney Service	\$175.00
9/14/2021	ProLegal	Attorney Service	\$186.50
10/8/2021	One Legal	Attorney Service	\$16.68
10/14/2021	One Legal	Attorney Service	\$16.68
10/15/2021	One Legal	Attorney Service	\$16.68
10/15/2021	Los Angeles Superior Court	Document Download Fee	\$4.00
11/8/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
11/8/2021	General Logistics Systems US, Inc.	Courier Service	\$22.72
11/16/2021	Legal Document Server, Inc.	Attorney Service	\$21.58
11/16/2021	Los Angeles Superior Court	Jury Fee	\$150.00
1/19/2022	General Logistics Systems US, Inc.	Courier Service	\$22.81
1/27/2022	FedEx Express	Courier Service	\$26.14
2/2/2022	Case Anywhere LLC	Attorney Service	\$145.20
2/7/2022	Case Anywhere LLC	Attorney Service	\$120.00
3/10/2022	General Logistics Systems US, Inc.	Courier Service	\$22.90
3/22/2022	FedEx	Courier Service	\$27.35
5/9/2022	Case Anywhere LLC	Attorney Service	\$156.00
5/31/2022	Simpluris, Inc.	Notice Mailing	\$518.50
6/22/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
6/23/2022	Legal Document Server, Inc.	Attorney Service	\$115.00
7/20/2022	Legal Document Server, Inc.	Attorney Service	\$17.30
7/20/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
8/5/2022	Case Anywhere LLC	Attorney Service	\$150.00
10/28/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
11/8/2022	Case Anywhere LLC	Attorney Service	\$126.00
3/28/2023	Legal Document Server, Inc.	Attorney Service	\$17.30
3/28/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
3/29/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
5/8/2023	Case Anywhere LLC	Attorney Service	\$138.00
5/16/2023	U.S. Postmaster	Postage	\$190.26
6/29/2023	Los Angeles Superior Court	Document Download Fee	\$9.80

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Johnson vs. AeroVironment, Inc.

8/5/2023	Case Anywhere LLC	Attorney Service	\$138.00
8/8/2023	Esquire Deposition Solutions, LLC	Court Reporter	\$1,345.35
10/30/2023	Esquire Deposition Solutions, LLC	Court Reporter	\$954.00
11/2/2023	Case Anywhere LLC	Attorney Service	\$126.00
11/13/2023	Legal Document Server, Inc.	Attorney Service	\$37.54
11/15/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
2/4/2024	Case Anywhere LLC	Attorney Service	\$132.00
2/29/2024	Esquire Deposition Solutions, LLC	Court Reporter	\$1,495.85
2/29/2024	Jacquelyn Silva	Travel Reimbursement	\$24.39
5/6/2024	Case Anywhere LLC	Attorney Service	\$126.00
8/1/2024	Case Anywhere LLC	Attorney Service	\$120.00
8/27/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
8/27/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
8/30/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
9/5/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
9/5/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
9/9/2024	Drogin, Kakigi & Associates	Expert	\$14,050.00
9/13/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
9/18/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
10/3/2024	Drogin, Kakigi & Associates	Expert	\$3,800.00
10/28/2024	Todd Smith, Esq.	Mediation Fee	\$10,000.00
11/5/2024	Case Anywhere LLC	Attorney Service	\$162.00
11/5/2024	Legal Document Server, Inc.	Attorney Service	\$149.09
11/5/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
11/12/2024	Legal Document Server, Inc.	Attorney Service	\$147.70
1/2/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/3/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/3/2025	Case Anywhere LLC	Attorney Service	\$144.00
3/5/2025	Case Anywhere LLC	Attorney Service	\$46.00
4/4/2025	Case Anywhere LLC	Attorney Service	\$40.00
5/2/2025	Case Anywhere LLC	Attorney Service	\$40.00
5/8/2025	Aliza Grossman	Travel Reimbursement	\$55.56
6/2/2025	Case Anywhere LLC	Attorney Service	\$40.00
6/25/2025	Legal Document Server, Inc.	Attorney Service	\$20.09
6/25/2025	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
6/30/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
7/1/2025	Case Anywhere LLC	Attorney Service	\$58.00
7/17/2025	CPAnalytics	Data Analysis	\$5,972.50

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Johnson vs. AeroVironment, Inc.

8/4/2025	Case Anywhere LLC	Attorney Service	\$40.00
9/2/2025	Case Anywhere LLC	Attorney Service	\$40.00
10/1/2025	Case Anywhere LLC	Attorney Service	\$40.00
10/18/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
11/3/2025	Case Anywhere LLC	Attorney Service	\$46.00
11/19/2025	Legal Document Server, Inc.	Attorney Service	\$37.40
12/1/2025	Case Anywhere LLC	Attorney Service	\$52.00
12/26/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
1/2/2026	Case Anywhere LLC	Attorney Service	\$46.00
2/2/2026	Case Anywhere LLC	Attorney Service	\$40.00
2/17/2026	Legal Document Server, Inc.	Attorney Service	\$19.70
2/19/2026	Legal Document Server, Inc.	Attorney Service	\$19.70
3/2/2026	Case Anywhere LLC	Attorney Service	\$52.00
4/1/2026	Case Anywhere LLC	Attorney Service	\$46.00
4/3/2026	Legal Document Server, Inc.	Attorney Service	\$19.70
4/7/2026	Legal Document Server, Inc.	Attorney Service	\$154.70
4/15/2026	Legal Document Server, Inc.	Attorney Service	\$19.70
5/1/2026	Case Anywhere LLC	Attorney Service	\$70.00
6/1/2026	Case Anywhere LLC	Attorney Service	\$40.00
7/1/2026	Case Anywhere LLC	Attorney Service	\$40.00
8/1/2026	Case Anywhere LLC	Attorney Service	\$40.00
Total:			<u>\$44,511.23</u>

EXHIBIT 4



Deven Launchbaugh <deven@calljustice.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: deven@calljustice.com

Wed, May 13, 2026 at 4:10 PM

05/13/2026 04:09:16 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 05/13/2026 04:09:16 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1006822-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm