

1 MORGAN, LEWIS & BOCKIUS LLP
Sarah Zenewicz, Bar No. 258068
2 J.P. Schreiber, Bar No. 317829
One Market, Spear Street Tower
3 San Francisco, California 94105-1596
Telephone: +1.415.442.1000
4 Facsimile: +1.415.442.1001
sarah.zenewicz@morganlewis.com
5 jp.schreiber@morganlewis.com

6 Attorneys for Defendants
MAXAR SPACE LLC, MAXAR INTELLIGENCE
7 INC., MAXAR MISSION SOLUTIONS INC.,
MAXAR TECHNOLOGIES HOLDINGS INC.,
8 MAXAR SPACE HOLDINGS LLC, and MAXAR
SPACE ROBOTICS LLC

9 *(Additional counsel listed on next page)*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SANTA CLARA

13 MILL SANSONI, as an aggrieved employee
and private attorney general,

14
15 Plaintiff,

16 v.

17 MAXAR SPACE LLC, a Delaware limited
liability company; MAXAR INTELLIGENCE
INC., a Delaware corporation; MAXAR
18 MISSION SOLUTIONS INC., a Colorado
Corporation; MAXAR TECHNOLOGIES
19 HOLDINGS INC., a Delaware corporation;
MAXAR SPACE HOLDINGS LLC, a
20 Delaware limited liability company; MAXAR
SPACE ROBOTICS LLC, a Delaware limited
21 liability company; ZENEX PARTNERS, INC.
a California corporation; and DOES 1 through
22 50, inclusive,

23 Defendants.

Case No. 21CV388108

**STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: October 14, 2021

Trial Date: None

1 Heather Davis, SBN 239372
heather@protectionlawgroup.com
2 Amir Nayebdadash, SBN 232204
amir@protectionlawgroup.com
3 Carlos Jimenez , SBN 227534
carlos@protectionlawgroup.com
4 PROTECTION LAW GROUP, LLP
237 California Street
5 El Segundo, California 90245
Telephone: (424) 290-3095
6 Facsimile: (866) 264-7880

7 Attorneys for Plaintiff
MILL SANSONI
8

9 NOSSAMAN LLP
David C. Lee (SBN 193743)
10 dlee@nossaman.com
Pavneet Singh Mac (SBN 303971)
11 pmac@nossaman.com
18101 Von Karman Avenue, Suite 1800
12 Irvine, CA 92612
Telephone: 949.833.7800
13 Facsimile: 949.833.7878

14 Attorneys for Defendant
ZENEX PARTNERS, INC.
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This Stipulation of Settlement (“Stipulation” or “Settlement”) is made and entered into, as of the date set forth below, between Plaintiff Mill Sansoni, as an individual, on behalf of all other similarly situated and alleged aggrieved employees, and as a representative of the State of California on the one hand, and Defendants Maxar Space LLC, Maxar Intelligence Inc., Maxar Mission Solutions Inc., Maxar Technologies Holdings Inc., Maxar Space Holdings LLC, Maxar Space Robotics LLC,¹ and Zenex Partners, Inc. (“Zenex”) (collectively, “Defendants”) on the other hand, who are parties to the above-captioned litigation (each a “Party” and together, the “Parties”).

1. DEFINITIONS

1.1 “Action” means the above-captioned action, *Sansoni v. Maxar Space LLC et al.*, Santa Clara County Superior Court Case No. 21CV388108, and the claim that Plaintiff submitted to the Labor and Workforce Development Agency (“LWDA”) on August 9, 2021, LWDA No. LWDA-CM-840809-21.

1.2 “Class Counsel” means Heather Davis, Amir Nayebdadash and Carlos Jimenez of Protection Law Group, LLP.

1.3 “Class Data” means a confidential spreadsheet that includes, for each Settlement Class Member, their name, last known address, social security number, and number of Eligible Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to determine Eligible Workweeks and Eligible Pay Periods.

1.4 “Class Settlement Period” means the time period beginning October 14, 2017, and ending on either the Preliminary Approval Date or one hundred and twenty (120) days from the date of mediation, i.e., April 16, 2023, whichever date occurs earlier.

1.5 “Class Representative” or “Plaintiff” means Plaintiff Mill Sansoni.

1.6 “Class Representative’s Released Claims” means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source

¹ Defendants Maxar Space LLC, Maxar Intelligence Inc., Maxar Mission Solutions Inc., Maxar Technologies Holdings Inc., Maxar Space Holdings LLC, Maxar Space Robotics LLC are collectively referred to as the “Maxar Defendants.”

1 of law or contract, whether known or unknown, and whether anticipated or unanticipated, including
2 all unknown claims covered by California Civil Code Section 1542, by the Class Representative,
3 arising at any time up to and including the date on which the Court enters the Order of Final Approval
4 , for any type of relief, including without limitation claims for wages, premium and other forms of
5 pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages,
6 compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation
7 and other costs, expenses, restitution, and equitable and declaratory relief. The Class
8 Representative's Released Claims also include, but are not limited to, the Released Claims as well
9 as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California
10 Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or
11 county Living Wage Ordinances, and claims under state or federal discrimination statutes, including,
12 without limitation, the California Government Code; the Unruh Civil Rights Act, California Civil
13 Code; the California Constitution; the California Business and Professions Code, including but not
14 limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in
15 Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services
16 Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C.
17 § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to the extent not
18 prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee
19 Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit
20 Reporting Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and
21 Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and
22 all of their implementing regulations and interpretive guidelines; any and all claims for monetary
23 recovery and personal or individual relief, except as prohibited by law; and any premiums, penalties,
24 interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting
25 based on any of the foregoing claims. For the avoidance of doubt, this is a complete and general
26 release to the maximum extent by law. Notwithstanding the foregoing, the release of the Class
27 Representative's Released Claims do not include any claim or right that is not waivable as a matter
28 of law.

1 1.7 “Court” means Santa Clara County Superior Court.

2 1.8 “Defendants’ Counsel” means Maxar Defendants’ Counsel and Zenex’s Counsel.

3 1.9 “Effective Date” means the date on which the final approval order “becomes final,”
4 which will be later of the following: (a) if no timely objections are filed or if all objections are
5 withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not
6 withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals
7 are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter
8 the terms of the Settlement.

9 1.10 “Eligible Workweeks” shall mean the workweeks that each Settlement Class Member
10 worked for one or more of the Defendants in California during the Class Settlement Period.

11 1.11 “Eligible Pay Periods” shall mean the pay periods that each PAGA Member worked
12 for one or more of the Defendants in California during the PAGA Settlement Period.

13 1.12 “Enhancement Award” means the amount approved by the Court to be paid to the
14 Class Representative, in recognition of his efforts in coming forward as Class Representative and as
15 consideration for a full, general, and comprehensive release of the Class Representative’s Released
16 Claims, which shall be in addition to his portion of the Net Settlement Amount.

17 1.13 “Final Approval Date” means the date on which the Court enters the Order of Final
18 Approval.

19 1.14 “Final Approval Hearing” means a hearing set by the Court, to take place on a date
20 established by the Court, for the purpose of (i) determining the fairness, adequacy, and
21 reasonableness of the Stipulation terms and associated Settlement pursuant to class action procedures
22 and requirements; (ii) determining the amount of the award of attorneys’ fees and costs to Class
23 Counsel; (iii) determining the amount of the Enhancement Award to the Class Representative; and
24 (iv) entering the Judgment.

25 1.15 “Gross Settlement Amount” shall mean the amount that the Maxar Defendants will
26 pay in settlement of this matter, subject to section 3.2.2 below. The Gross Settlement Amount
27 includes all awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs,
28 Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the LWDA),

1 and payments to the Participating Class Members.

2 1.16 "Individual PAGA Payment" means the individual amounts paid from the PAGA
3 Payment to the individual PAGA Members for settlement of claims for civil penalties under PAGA.

4 1.17 "Individual Settlement Payment" means the settlement amount due each Participating
5 Class Member from the Net Settlement Amount.

6 1.18 "LWDA" means the California Labor and Workforce Development Agency.

7 1.19 "LWDA PAGA Payment" means the payment to the LWDA from the PAGA
8 Payment for settlement of claims for civil penalties under PAGA.

9 1.20 "Maxar Defendants' Counsel" means Sarah Zenewicz and J.P. Schreiber of Morgan,
10 Lewis & Bockius, LLP.

11 1.21 "Net Settlement Amount" is the portion of the Gross Settlement Amount available
12 for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount
13 less PAGA Payment, Court-approved attorneys' fees and costs award to Class Counsel, Settlement
14 Administration Costs, and the Enhancement Award.

15 1.22 "Notice of Settlement" means the document provided to Settlement Class Members
16 to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**, which will be
17 distributed in English and Spanish.

18 1.23 "PAGA Members" means all current and former California non-exempt employees
19 of the Maxar Defendants, and of companies that supply contingent workers to the Maxar Defendants
20 and who are assigned to work at the Maxar Defendants (including, but not limited to, Zenex Partners,
21 Inc.), during the PAGA Settlement Period.

22 1.24 "PAGA Payment" means the payment in settlement of all claims for PAGA penalties,
23 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will be distributed
24 as Individual PAGA Payments to the PAGA Members.

25 1.25 "PAGA Settlement Period" means the period beginning October 14, 2020, and
26 ending on either the Preliminary Approval Date or one hundred and twenty (120) days from the date
27 of mediation, i.e., April 16, 2023, whichever date occurs earlier.

28 1.26 "Participating Class Members" means the Settlement Class Members who do not

1 timely request to be excluded from the class portion of the settlement. No claim form is required for
2 a Settlement Class Member to become a Participating Class Member.

3 1.27 “Preliminary Approval Date” means the date the Court enters the Order preliminary
4 approving the Stipulation of Settlement and setting the Final Approval Hearing.

5 1.28 “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”) created
6 under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

7 1.29 “Released Class Claims” means all federal, state and local law claims, rights,
8 demands, liabilities, and causes of action, asserted in any of the complaints filed in the Action, and
9 all claims that could have been asserted in the Action arising from the same alleged facts or in any
10 PAGA letter sent by Plaintiff to the LWDA, including causes of action for (1) failure to pay
11 minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to pay
12 for all hours worked (4) failure to provide compliant meal periods and pay meal period premiums;
13 (5) failure to authorize and permit compliant rest breaks and pay rest break premiums; (6) failure to
14 pay timely wages during employment; (7) failure to furnish complete, accurate and itemized wage
15 statements and payroll records; (8) failure to maintain accurate records relating to work periods,
16 meal period, total daily hours, hours per pay period and applicable pay rates; (9) failure to reimburse
17 for necessary business-related expenses; (10) failure to timely pay all final wages; and (11) unfair
18 and unlawful competition based on the Labor Code violations alleged in (1) – (10); and (12) all
19 claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the
20 claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5,
21 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289, costs, attorneys’
22 fees, injunctive relief, declaratory relief, or accounting that are based on or related to the alleged
23 Labor Code, Code of Regulations, Wage Order, and Business & Professions Code violations, that
24 accrue during the Class Settlement Period.

25 1.30 “Released PAGA Claims” means mean all claims for civil penalties under PAGA
26 asserted in any of the complaints filed in the Action, and all claims that could have been asserted in
27 the Action based on the same alleged facts in the complaints or in any PAGA letter sent by Plaintiff
28 to the LWDA, including but not limited to claims for violations of the California Labor Code,

1 California Code of Regulations, and IWC Wage Order No. 4 for unpaid minimum wages, unpaid
2 overtime wages, failure to provide compliant meal periods and unpaid meal period premiums, failure
3 to authorize and permit compliant rest periods and unpaid rest period premiums, inaccurate wage
4 statements, failure to keep accurate records, failure to indemnify for all necessary business expenses,
5 and failure to timely pay wages during employment or at termination and violations of California
6 Code of Regulations Title 8 section 11040 and Labor Code sections 201, 202, 203, 204, 226, 226.3,
7 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802.

8 1.31 “Released Parties” means Defendants and the companies that supply workers to
9 Defendants, and any and all of their past, present and future parents, subsidiaries, affiliated or related
10 entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual
11 or alleged joint employers), predecessors, successors, assigns, vendors, suppliers, clients,
12 contractors, and insurers, and for each and all of them, their respective past, present and future
13 agents, employees, attorneys, servants, officers, directors, partners, members, trustees, fiduciaries,
14 representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a
15 company/corporation and/or partnership that is, directly or indirectly, under common control with
16 one or more of the Defendants or any of their parents and/or affiliates), divisions, assigns,
17 predecessors, successors, insurers, suppliers, contractors, labor contractors, and consultants.

18 1.32 “Response Deadline” means sixty (60) days after the Settlement Administrator mails
19 the Notice of Settlement to Settlement Class Members. It shall be the last date on which Settlement
20 Class Members may: (a) postmark any Opt-Out Request from the class portion of the Settlement,
21 (b) postmark any written objection to the Settlement, and (c) postmark any Eligible Workweek or
22 Eligible Pay Period Dispute. The Response Deadline for Settlement Class Members to whom the
23 Notice of Settlement is re-mailed after having been returned as undeliverable to the Settlement
24 Administrator shall be seventy (70) calendar days after the Settlement Administrator’s initial mailing
25 of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the re-mailing,
26 whichever is later.

27 1.33 “Settlement Administration Costs” means the costs payable from the Gross
28 Settlement Amount to the Settlement Administrator for administering this Settlement in accordance

1 with the Settlement Administrator's responsibilities outlined in this Stipulation.

2 1.34 "Settlement Administrator" means ILYM Group, Inc., who shall be responsible for
3 the administration of the Settlement, distribution of any amounts owed under this Settlement, and
4 matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to
5 appointment by the Court.

6 1.35 "Settlement Class" or "Settlement Class Members" means all current and former
7 California non-exempt employees of the Maxar Defendants, and of companies that supply
8 contingent workers to the Maxar Defendants and who are assigned to work at the Maxar Defendants
9 (including, but not limited to, Zenex Partners, Inc.), during the Class Settlement Period.

10 1.36 "Zenex's Counsel" means David C. Lee and Pavneet Singh Mac of Nossaman LLP.

11 2. **RECITALS**

12 2.1 **Background and Procedural History**

13 2.1.1 On October 14, 2021, Plaintiff filed a Representative Action Complaint in
14 Santa Clara Superior Court alleging a cause of action for civil penalties under PAGA based on
15 alleged Labor Code violations for (1) failure to pay minimum wages for all hours worked; (2) failure
16 to pay overtime compensation; (3) failure to pay for all hours worked (4) failure to provide compliant
17 meal periods and pay meal period premiums; (5) failure to authorize and permit compliant rest breaks
18 and pay rest break premiums; (6) failure to pay timely wages during employment; (7) failure to
19 furnish complete, accurate and itemized wage statements and payroll records; (8) failure to maintain
20 accurate records relating to work periods, meal period, total daily hours, hours per pay period and
21 applicable pay rates; (9) failure to reimburse for necessary business-related expenses; (10) failure to
22 timely pay all final wages.

23 2.1.2 Through substantial and extensive informal discovery, Defendants provided
24 Class Counsel with written policies and data reflecting the Settlement Class Members' time worked,
25 pay, workweeks, payroll records and employment status during the Class Settlement Period.

26 2.1.3 The Parties participated in a private mediation with experienced wage and
27 hour mediator Eve Wagner on December 17, 2022, and reached an agreement on a class and PAGA
28 settlement. All of the terms of the settlement are contained within this Stipulation of Settlement. At

1 all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's
2 length.

3 2.1.4 On March 23, 2023, Plaintiff filed his First Amended Complaint, which adds
4 causes of action on behalf of the Settlement Class. The First Amended Complaint alleges causes of
5 action for (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime
6 compensation; (3) failure to pay for all hours worked (4) failure to provide compliant meal periods
7 and pay meal period premiums; (5) failure to authorize and permit compliant rest breaks and pay
8 rest break premiums; (6) failure to pay timely wages during employment; (7) failure to furnish
9 complete, accurate and itemized wage statements and payroll records; (8) failure to maintain
10 accurate records relating to work periods, meal period, total daily hours, hours per pay period and
11 applicable pay rates; (9) failure to reimburse for necessary business-related expenses; (10) failure to
12 timely pay all final wages; (11) unfair and unlawful competition based on the Labor Code violations
13 alleged in (1) – (10); and (12) civil penalties under PAGA.

14 2.2 Benefits of Settlement

15 2.2.1 Based on their own independent investigations and evaluations, Class
16 Counsel is of the opinion that the Settlement with Defendants for the consideration and terms set
17 forth herein, considering the representative and class claims, and the risk of loss, is fair, reasonable,
18 and adequate in light of all known facts and circumstances, and is in the best interests of the
19 Settlement Class. Class Counsel is also of the opinion that the total consideration and payment set
20 forth in this Stipulation of Settlement is adequate in light of the uncertainties surrounding the risk of
21 further litigation, the possibility of losing class certification, that the PAGA claim could be deemed
22 unmanageable, and the defenses that Defendants have asserted and/or could assert as to the
23 substantive merit of the claims.

24 2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to the
25 Settlement Class against the expenses and length of continued proceedings that would be necessary
26 to prosecute the Action against Defendants through class certification, through manageability
27 motions, summary judgment, trial and possible appeals. Class Counsel has also taken into account
28 the uncertain outcome and risk of any litigation, especially in complex actions such as class and

1 representative actions, as well as the difficulties and delay inherent in such litigation. As a result,
2 Class Counsel has determined that the settlement set forth in this Stipulation of Settlement is in the
3 best interests of the Settlement Class.

4 2.2.3 Defendants and the Released Parties specifically and generally deny any and
5 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
6 admissions of liability of any sort, and contend that for any purpose other than Settlement, the Action
7 is not appropriate for class or representative action treatment. Nonetheless, Defendants have
8 concluded that further conduct of the Action would be protracted, distracting, and expensive, and
9 that it is desirable that the Action be fully and finally settled in the manner and upon the terms and
10 conditions set forth in this Stipulation. Defendants have also taken into account the uncertainty and
11 risks inherent in any litigation. Defendants have therefore determined that it is desirable and
12 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in this
13 Stipulation.

14 2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it, nor
15 any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an admission
16 by Defendants of any fault, wrongdoing, or liability whatsoever. Nor should the Stipulation of
17 Settlement be construed as an admission that Plaintiff could meet any of the class action
18 requirements or that any PAGA claim would be manageable. There has been no final determination
19 by any court as to the merits of the claims asserted by Plaintiff against Defendants, as to whether a
20 class action should be certified, or that any PAGA claim is manageable.

21 3. SETTLEMENT TERMS

22 3.1 **Conditional Class Certification.** The Parties stipulate, for settlement purposes only,
23 to the certification by the Court of the Settlement Class. If, for any reason, the Court does not
24 approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any other
25 reason, the Settlement Class will be decertified and Defendants shall, and hereby do, retain the right
26 to dispute the appropriateness of class certification.

27 3.2 **Gross Settlement Amount**

28 3.2.1 Gross Settlement Amount: The Maxar Defendants shall pay a non-

1 reversionary amount not to exceed Three Million, Two Hundred and Twenty-Eight Thousand, One
2 Hundred and Forty Dollars and Zero Cents (\$3,228,140.00) as the Gross Settlement Amount to
3 resolve the Action on a class and representative basis, subject to section 3.2.2. The Gross Settlement
4 Amount shall be used to pay, as approved by the Court, Class Counsel's attorneys' fees and costs,
5 an Enhancement Award to Plaintiff, Settlement Administration Costs, the PAGA Payment to the
6 LWDA and the PAGA Members, and the Individual Settlement Payments to the Participating Class
7 Members. Notwithstanding the foregoing, in addition to the Gross Settlement Amount, the Maxar
8 Defendants will pay the employer's portion of payroll taxes, including FICA and FUTA, on the
9 portion of each Individual Settlement Payment allocated as unpaid wages.

10 3.2.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement

11 Period: The Gross Settlement Amount is based on the Maxar Defendants' representation that the
12 Settlement Class Members worked a total of 161,407 workweeks. Should the workweeks worked
13 by the Settlement Class Members during the Settlement Class Period ultimately increase by more
14 than 10% (i.e., increase by more than 16,140 workweeks), the Maxar Defendants shall increase the
15 Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of
16 workweeks worked by the Settlement Class Members above 10%. For example, if the number of
17 workweeks increases by 11% , the Gross Settlement Amount will increase by 1%.

18 3.3 **Allocation of Gross Settlement Amount**

19 3.3.1 Class Representative Enhancement Award: The Class Representative's

20 Enhancement Award, which is in addition to the Class Representative's Individual Settlement
21 Payment from the Net Settlement Amount and Individual PAGA Payment as a PAGA Member, will,
22 subject to Court approval, be paid out of the Gross Settlement Amount and will not exceed \$7,500
23 for the Class Representative's services and assistance to the Class. Class Representative shall be
24 solely and legally responsible for paying any and all applicable taxes on the Enhancement Award
25 and shall indemnify, defend, and hold the Released Parties harmless from any claim or liability for
26 taxes, penalties or interest arising as a result of the Enhancement Award. Any amount of the Class
27 Representative Enhancement Award that is not awarded by the Court shall be added to the Net
28 Settlement Amount.

1 3.3.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an
2 award of reasonable attorneys' fees not to exceed 35% of the Gross Settlement Amount,
3 \$1,129,849.00, and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket
4 costs incurred up to an additional \$50,000, to be paid out of the Gross Settlement Amount.
5 Defendants reserve the right to challenge Class Counsel's requests for fees and costs if the requests
6 exceed the parameters established by this Settlement. The Settlement Administrator shall issue IRS
7 Forms 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall
8 be solely and legally responsible for paying any and all applicable taxes on their fees and costs award
9 and shall indemnify, defend, and hold the Released Parties harmless from any claim or liability for
10 taxes, penalties or interest arising as a result of any payments received by Class Counsel pursuant to
11 this Stipulation. Any amount of Class Counsel's requested fees and costs that is not awarded by the
12 Court shall be added to the Net Settlement Amount. Neither Class Counsel nor any other attorneys
13 acting for, or purporting to act for, the Settlement Class, Settlement Class Members, or Plaintiff,
14 may recover or seek to recover any amounts for fees, costs, or disbursements from the Defendants
15 or the Released Parties except as expressly provided herein.

16 3.3.3 Settlement Administrator Costs: The Settlement Administration Costs
17 incurred by the Settlement Administrator as a result of the procedures and processes expressly
18 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated not
19 to exceed \$16,500.00. Under no circumstances will Defendants be required to contribute additional
20 funds, above and in addition to the Gross Settlement Amount, to cover any unexpected Settlement
21 Administration Costs. The Settlement Administration Costs shall include: all costs of administering
22 the Settlement, including all tax document preparation, custodial fees, and accounting fees incurred
23 by the Settlement Administrator; all costs and fees associated with establishing and maintaining a
24 Qualified Settlement Fund; all costs and fees associated with preparing, issuing and mailing the
25 Notice of Settlement and other correspondence to Settlement Class Members; all costs and fees
26 associated with communicating with Settlement Class Members, Class Counsel, and Defendants'
27 Counsel; all costs and fees associated with computing, processing, reviewing, and paying the
28 payments due under this Stipulation, and resolving disputed claims; all costs and fees associated

1 with calculating tax withholdings and payroll taxes, making related payment to federal and state tax
2 authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees
3 associated with preparing any tax returns and any other filings required by any governmental taxing
4 authority or agency; all costs and fees associated with preparing any other notices, reports, or filings
5 to be prepared in the course of administering payments due under this Stipulation; and any other
6 costs and fees incurred and/or charged by the Settlement Administrator in connection with the
7 execution of its duties under this Stipulation.

8 3.3.4 Individual Settlement Payments to Participating Class Members: Each
9 Participating Class Member will be entitled to receive an Individual Settlement Payment, which will
10 be paid out of the Net Settlement Amount. The amount of each Individual Settlement Payment will
11 be calculated on a pro rata basis, based on the Eligible Workweeks each Participating Class Member
12 worked during the Class Settlement Period. There is no need for a Participating Settlement Class
13 Member to submit a claim form in order to be eligible for and to receive an Individual Settlement
14 Payment. To determine each Settlement Class Member's estimated "Individual Settlement
15 Payment," the Settlement Administrator will use the following formula: estimated Individual
16 Settlement Payment = individual Eligible Workweeks ÷ all Settlement Class Member Eligible
17 Workweeks × Net Settlement Amount. The Parties recognize that the Individual Settlement
18 Payments to be paid to Participating Class Members reflect settlement of a dispute over claimed
19 wages, interest, penalties, and other alleged damages.

20 3.3.5 PAGA Payment: A total amount of \$300,000 from the Gross Settlement
21 Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five
22 percent (75%) of this amount (\$225,000) will be the LWDA PAGA Payment to be paid to the LWDA
23 and the remaining twenty-five (25%) of this amount (\$75,000) shall be distributed to the PAGA
24 Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the
25 Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court
26 shall be paid from the Gross Settlement Amount. The 25% of the PAGA Payment to be distributed
27 to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata
28 share based on the number of Eligible Pay Periods each PAGA Member worked during the PAGA

1 Settlement Period.

2 **3.4 Taxation**

3 3.4.1 Tax Treatment of Individual Settlement Payments. All Individual Settlement
4 Payments to Participating Class Members shall be allocated as follows for tax purposes: 20% of
5 each Individual Settlement Payment reflects compromise of a claim for alleged unpaid wages; 80%
6 of each Individual Settlement Payment reflects compromise of a claim for alleged interest and
7 penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be
8 subject to regular and/or applicable payroll and income tax withholdings (for the employee portion
9 only), and will be reported on an IRS Form W-2. Participating Class Members will each indemnify
10 and hold harmless the Released Parties for any taxes due or owing by them with respect such
11 payments and/or any penalties and interest owed by the Released Parties for the failure to withhold
12 with respect to such payments. The Settlement Administrator shall make appropriate tax
13 withholdings from the portion of each Individual Settlement Payment designated as unpaid wages,
14 and shall pay the employer portion of payroll taxes with funds separate from the Gross Settlement
15 Amount to be furnished by Defendants. Participating Class Members will be responsible for paying
16 all other taxes due on their Individual Settlement Payments. Other than as set forth above, the
17 Settlement Administrator will not make any deductions, withholdings, or additional payments,
18 including without limitation, medical or other insurance payments or premiums, employee 401(k)
19 contributions or matching employer contributions, wage garnishments to the extent permitted by
20 law, or charity withholdings, from or with respect to the Individual Settlement Payments, and entry
21 of the Order of Final Approval by the Court shall be deemed authority not to make any such
22 deductions, withholdings, or additional payments.

23 3.4.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA
24 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required. PAGA
25 Members will be responsible for paying all other taxes due on their Individual PAGA Payments.
26 PAGA Members will be responsible for paying all taxes due on their Individual PAGA Payments.
27 The Settlement Administrator will not make any deductions, withholdings, or additional payments,
28 including without limitation, medical or other insurance payments or premiums, employee 401(k)

1 contributions or matching employer contributions, wage garnishments to the extent permitted by
2 law, or charity withholdings, from or with respect to the Individual PAGA Payments.

3 3.4.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of this
4 section, the “acknowledging party” and each Party to this Stipulation other than the acknowledging
5 party, an “other party”) acknowledges and agrees that (1) no provision of this Stipulation, and no
6 written communication or disclosure between or among the Parties or their attorneys and other
7 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be
8 construed or be relied upon as, tax advice within the meaning of United States Treasury Department
9 Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively
10 upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in
11 connection with this Agreement, (b) has not entered into this Stipulation based upon the
12 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
13 entitled to rely upon any communication or disclosure by any attorney or adviser to any other party
14 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
15 adviser to any other party has imposed any limitation that protects the confidentiality of any such
16 attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon
17 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Stipulation.

19 3.5 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
20 under the Settlement will modify any previously credited hours or service under any employee
21 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
22 form the basis for additional contributions to, benefits under, or any other monetary entitlement
23 under the Released Parties’ sponsored benefit plans, policies, or bonus programs. The payments
24 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going
25 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the
26 Released Parties’ benefit plans, policies, or bonus programs. The Released Parties retain the right
27 to modify the language of their benefit plans, policies and bonus programs to effectuate this intent,
28 and to make clear that any amounts paid pursuant to this Settlement are not for “hours worked,”

1 “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans,
2 policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other
3 purpose, and that additional contributions or benefits are not required by this Stipulation of
4 Settlement.

5 **3.6 Releases**

6 **3.6.1 Class Representative’s Release.** Upon Final Approval, the Class
7 Representative shall be deemed to have fully, finally, and forever released the Released Parties from
8 all Class Representative’s Released Claims through the Final Approval. The Class Representative
9 may hereafter discover claims or facts in addition to, or different from, those which he now knows
10 or believes to exist, but Class Representative expressly agrees to fully, finally and forever settle and
11 release any and all claims against the Released Parties, known or unknown, suspected or
12 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
13 this Agreement. The Class Representative shall be deemed to have expressly waived and
14 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may
15 otherwise have had relating to the Class Representative’s Released Claims pursuant to Section 1542
16 of the California Civil Code, which provides as follows:

17 *A general release does not extend to claims that the creditor or*
18 *releasing party does not know or suspect to exist in his or her favor*
19 *at the time of executing the release and that, if known by him or her,*
20 *would have materially affected his or her settlement with the debtor*
21 *or released party.*

22 Notwithstanding the foregoing, Class Representative does not waive or release any claim which
23 cannot be waived or released by private agreement or law. Class Representative does not waive or
24 release any worker’s compensation claims. Further, nothing in this Agreement shall prevent Class
25 Representative from filing a charge or complaint with, or from participating in, an investigation or
26 proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local
27 agency charged with the enforcement of any employment or other applicable laws. Class
28 Representative, however, understands that by signing this Agreement, he waives the right to recover

any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on his behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

3.6.2 Participating Class Member Release. As of the Effective Date, all Participating Class Members fully and finally release the Released Parties from the Released Claims that accrued or arose during the Class Settlement Period.

3.6.3 PAGA Member Release. As of the date of the Effective Date, Plaintiff, as representative of the State of California and on behalf of the LWDA and as representatives of the PAGA Members, fully and finally releases the Released Parties from the PAGA Released Claims for the PAGA Settlement Period.

4. APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION

4.1 Preliminary Approval

4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the motion for preliminary approval and supporting papers for the Court, subject to Defendants' prior review and approval. Plaintiff will provide the motion for preliminary approval to Defendants for its review and approval at least seven days before filing, and Defendants will not oppose the motion for preliminary approval that they reviewed and approved.

4.1.2 Pursuant to California Labor Code § 2699(*I*), concurrently with the filing of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to the LWDA.

4.1.3 The Court's preliminary approval of this Settlement shall be embodied in an order certifying the Class for settlement purposes only, preliminarily approving the Settlement and providing for Notice of Settlement in English and Spanish to be mailed to the Class in materially the same format attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The Notice of Settlement shall advise Settlement Class Members of their options, which include filing an Opt-Out Request to the class settlement; filing an objection to the Settlement and

1 receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable); or
2 taking no action and receiving an Individual Settlement Payment and an Individual PAGA Payment
3 (if applicable).

4 4.2 Notice

5 4.2.1 Delivery of Class Data: No later than twenty-eight (28) calendar days after
6 the Preliminary Approval Date, Defendants shall provide the Class Data to the Settlement
7 Administrator. The Settlement Administrator shall maintain the Class Data, and all data contained
8 within the Class Data, as private and confidential and shall not disclose such data to any persons or
9 entities, unless otherwise required by law. The information in the Class Data is being supplied solely
10 for purposes of the administration of the settlement and cannot be used by the Settlement
11 Administrator or any agent or representative of the Settlement Administrator for any other purpose.
12 Upon receipt of the Class Data, the Settlement Administrator shall check with the U.S. Postal Service
13 National Change of Address Database and update any addresses for the Settlement Class Members.

14 4.2.2 Notice By First-Class Mail. Within twenty-one (21) calendar days of the
15 receipt of the Class Data, the Settlement Administrator will send via United States first class mail
16 the Notice of Settlement in English and Spanish to the Settlement Class Members. If any Notice of
17 Settlement is returned to the Settlement Administrator as undeliverable, the Settlement
18 Administrator shall run a skip-trace using that Settlement Class Member's social security number in
19 an effort to attempt to ascertain the current address of the Settlement Class Member. If such an
20 address(es) is ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within
21 ten (10) calendar days. If alternative addresses are obtained for a Settlement Class Member, the
22 Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative addresses.

23 4.3 Opt-Out Requests

24 4.3.1 Settlement Class Members, except for the Class Representative, will have
25 until the Response Deadline within which to opt out of the class portion of this Settlement. However,
26 exercising the option to opt out of the class Settlement has no effect on the PAGA portion of this
27 settlement, PAGA Members will be mailed an Individual PAGA Payment and be bound by the
28 release of the Released PAGA Claims regardless of whether they opt out of the class settlement.

1 Settlement Class Members who want to opt out must timely submit a signed and dated written
2 request to be excluded from the class portion of the Settlement to the Settlement Administrator
3 (“Opt-Out Request”). The Opt-Out Request must be postmarked on or before the Response
4 Deadline, include the case name and number, the Settlement Class Member’s name, address, and
5 last four of their social security number, must be signed by the Settlement Class Member, and must
6 reasonably communicate the Settlement Class Member’s election to be excluded from the class
7 Settlement.

8 4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out
9 Request shall be deemed a Participating Class Member and bound by this Settlement including the
10 Participating Class Member Release. Settlement Class Members who timely submit an executed
11 Opt-Out Request will not be bound by the Participating Class Member Release and will not receive
12 an Individual Settlement Payment. The Notice of Settlement shall advise Settlement Class Members
13 of their ability to opt-out of the class portion of the Settlement and of the consequences thereof, and
14 further inform them that they cannot opt out of the PAGA settlement. Neither the Parties nor any of
15 their counsel will solicit any Settlement Class Member to submit an Opt-Out Request.

16 4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an
17 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the
18 Objection invalid and the individual will not be deemed a Participating Class Member.

19 4.4 **Objections.** Participating Class Members, except for the Class Representative, may
20 object to the Settlement in person at the Final Approval Hearing and/or in writing. Participating
21 Class Members, except for the Class Representative, will have until the Response Deadline to mail
22 a written objection to the Settlement and a notice of intent to appear at the Final Approval Hearing.
23 Only Settlement Class Members who have not filed an Opt-Out Request (Participating Class
24 Members) may object to the Settlement. All written objections, supporting papers and/or notices of
25 intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number,
26 (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court
27 of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in
28 person at the same location; (c) also be mailed to Class and Defendants’ Counsel and (d) be filed or

1 postmarked on or before the Response Deadline. The Parties and their counsel agree that they will
2 not solicit, encourage, counsel or advise any individual to object to the Settlement.

3 **4.5 Eligible Workweek and Eligible Pay Period Disputes.** Participating Class
4 Members and PAGA Employees may dispute their Eligible Workweeks and Eligible Pay Periods if
5 they believe they were employed for more Eligible Workweeks or Eligible Pay Periods in the Class
6 Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement.
7 Participating Class Members and PAGA Members may do this by submitting information to the
8 Settlement Administrator in writing no later than the Response Deadline. The Settlement
9 Administrator will jointly work with Class Counsel and Defendants' Counsel to resolve the dispute
10 in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay Periods to be
11 credited to that Participating Class Member or PAGA Member, the Court shall make the final
12 decision based on the information presented by the individual and the Parties.

13 **4.6 Certification Reports by the Settlement Administrator.** The Settlement
14 Administrator will, on a weekly basis during and for a reasonable period following distribution of
15 the Notice of Settlement, provide updates to Class Counsel and Defendants' Counsel as to the
16 number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written
17 Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. All written objections
18 shall be provided to the Parties' counsel within two days of receipt by the Settlement Administrator.
19 To the extent practicable, the weekly updates shall also provide updated data on the extent of Notices
20 of Settlement that are returned undeliverable and any re-mailing efforts.

21 **4.7 Nullification of Settlement.** Defendants shall have the sole right to void and
22 withdraw from this Agreement if at any time prior to the Final Approval Date: (a) five percent (5%)
23 or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b) the
24 Settlement is construed in such a fashion that Defendants would be required to pay more than the
25 Gross Settlement Amount, exclusive of Defendants' share of the employer payroll taxes; or (c) the
26 Court does not certify the Settlement Class, or does not certify a class releasing all of the Released
27 Class Claims defined in this Agreement, or does not approve the PAGA settlement including the
28 release of the Released PAGA Claims, or otherwise makes an order inconsistent with any of the

1 material terms (as determined by Defendants) of this Agreement; (d) any pending litigation or
2 litigation filed prior to the Final Approval Date in any way prevents this Agreement from resolving
3 all claims identified in the Class Representative's Released Claims, Released Class Claims and
4 Released PAGA Claims, as defined herein; or (e) Plaintiff or Class Counsel materially breach this
5 Agreement.

6 **4.8 Final Approval and Entry of Final Judgment**

7 4.8.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
8 of an "Order of Final Approval" and associated entry of Judgment: (a) certifying the Settlement
9 Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in the
10 best interests of the Participating Class Members, (c) approving the PAGA Payment to the LWDA
11 and the PAGA Members; (d) approving Class Counsel's application for an award of attorneys' fees
12 and costs, (e) approving the Class Representative's application for an Enhancement Award, (f)
13 approving the payment of reasonable Settlement Administration Costs, and (g) releasing and barring
14 any further Released Class Claims by Participating Class Members and Released PAGA Claims by
15 or on behalf of the PAGA Members. Plaintiff will provide the motion for final approval to
16 Defendants for its review and approval at least seven days before filing, and Defendants will not
17 oppose the motion for final approval that they reviewed and approved. The Parties and their
18 respective counsel shall make all reasonable efforts to secure entry of the Order of Final Approval.
19 The proposed Order of Final Approval and the associated proposed Judgment shall be filed with the
20 Court with the motion for final approval, or as otherwise directed by the Court.

21 4.8.2 Class Representative and Class Counsel shall be responsible for justifying the
22 amount of the Enhancement Award and attorneys' fees and costs to the Court, and they agree to
23 submit, as appropriate, the necessary materials to justify these payments. If the Court (or any
24 appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than
25 the amount requested for the Enhancement Award for the Class Representative, only the awarded
26 amounts shall be paid and shall constitute satisfaction of the obligations of Defendants under this
27 Stipulation.

28 4.8.3 If an appeal results in an order materially modifying, setting aside, or vacating

any portion of the Stipulation, with the exception of any modification of the amount of attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award paid to the Class Representative, each party adversely impacted by the order shall have the right to treat such order as an event preventing Final Approval. To exercise this right, the party must inform the other party and the Settlement Administrator, in writing, of the exercise of this right, within ten (10) calendar days of receiving notice of any order modifying, setting aside, or vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such order as an event permanently preventing Final Approval, that Party must meet and confer in good faith with the other Party to determine if an agreement can be reached modifying this Settlement to the mutual satisfaction of the Parties.

4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this Stipulation (except for those provisions relating to non-admission, denial of liability set forth herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and void, its terms and provisions shall have no further force and effect and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to Class Counsel, or reducing the amount of the Enhancement Award, shall constitute grounds for cancellation or termination of the Stipulation, or grounds for limiting any other provision of the Judgment.

4.9 Funding and Distribution of the Settlement Proceeds

4.9.1 Within fourteen (14) calendar days after the Effective Date, the Maxar

1 Defendants shall pay the Gross Settlement Amount into the Qualified Settlement Fund set up, held,
2 and controlled by the Settlement Administrator. Maxar Defendants will not be obligated to fund this
3 Settlement until the Court's order approving the Settlement is completely final and the Effective
4 Date occurs.

5 4.9.2 Within fourteen (14) calendar days after the Maxar Defendants fund the
6 Qualified Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments
7 to Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA
8 PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel, and
9 the court-approved Enhancement Award to the Class Representative.

10 4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of
11 all distributions from the Qualified Settlement Account and upon completion of administration of
12 that portion of the Settlement, the Settlement Administrator shall provide written certification, under
13 penalty of perjury, of such completion to the Court and counsel for all Parties.

14 4.9.4 Upon completion of administration of the Settlement, the Settlement
15 Administrator shall provide written certification, under penalty of perjury, of such completion to the
16 Court, Class Counsel and Defendants' Counsel.

17 4.10 **Uncashed Checks.** After one hundred and eighty (180) calendar days of issuance,
18 funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks will
19 be held by the Settlement Administrator. For any Individual Settlement Payment and Individual
20 PAGA Payment checks uncashed as of 180 days, the Stipulation of Settlement, including its release,
21 will be binding on that Participating Class Member or PAGA Member, and the amount of that
22 uncashed settlement payment shall be transmitted to the State of California, to be held and disposed
23 of by the Controller in accordance with California's Unclaimed Property Law for the benefit of those
24 Participating Class Members and PAGA Members until such time that they claim their property.
25 The Parties agree that this disposition results in no "unpaid residue," as the entire Net Settlement
26 Amount will be paid out to Participating Class Members, whether or not they all cash their Individual
27 Settlement Payments.

28 **5. MISCELLANEOUS PROVISIONS**

1 **5.1 This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
2 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
3 Settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

4 **5.2 Invalidity of Any Provision.** Before declaring any provision of this Settlement
5 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this Settlement
7 Agreement valid and enforceable. Should the Court deem any clause or provision of this Agreement
8 be invalid, illegal, or unenforceable, it shall first attempt to modify or reform it as minimally
9 necessary to be valid, lawful, and enforceable.

10 **5.3 No Admission.** Neither the acceptance nor the performance by Defendants of the
11 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to
12 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations
13 in the Complaint, the representative character of the Action, the validity of any of the claims that
14 were or could have been asserted by Plaintiff, Settlement Class Members and/or PAGA Members in
15 the Action, or of any liability or guilt of Defendants or the Released Parties in the Action. Nothing
16 in this Stipulation shall be construed to be or deemed an admission by Defendants of any liability,
17 culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, or any other
18 person, and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing
19 toward Plaintiff, the Settlement Class Members, PAGA Members and any other person. Each of the
20 Parties has entered into this Stipulation with the intention to avoid further disputes and litigation
21 with the attendant inconvenience, expenses, and contingencies.

22 **5.4 Cooperation.** The Parties agree to cooperate fully with one another to accomplish
23 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
24 execution of such other documents and the taking of such other action as may reasonably be
25 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise
26 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that
27 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
28 forth herein.

1 **5.5 Neutral Employment Reference.** Zenex agree that it will adopt a neutral reporting
 2 policy regarding any future employment references related to Plaintiff. In the event that any
 3 potential or future employers of Plaintiff requests a reference regarding Zenex's employment of
 4 Plaintiff, Zenex shall only provide Plaintiff's dates of employment, job titles during employment,
 5 and final rate of pay. Zenex shall not refer to the Action or this Settlement.

6 **5.6 Privacy of Documents and Information.** Plaintiff and Class Counsel agree that
 7 none of the documents and information provided to them by Defendants in connection with the
 8 Action and this Settlement shall be used for any purpose (including in any other litigation) other than
 9 settlement of the Action.

10 **5.7 Notices.** Unless otherwise specifically provided herein, all notices, demands, or other
 11 communications given hereunder shall be in writing and shall be deemed to have been duly given as
 12 of the third business day after mailing by United States certified mail, return receipt requested,
 13 addressed as follows:

14 **To the Class Counsel:**

15 Heather Davis
 16 Amir Nayebedadash
 17 Carlos Jimenez
 18 PROTECTION LAW GROUP, LLP
 19 237 California Street
 20 El Segundo, California 90245

21 **To Maxar Defendants:**

22 Sarah Zenewicz
 23 Morgan, Lewis & Bockius LLP
 24 One Market, Spear Street Tower
 25 San Francisco, California 94105-1126

26 **To Zenex:**

27 David C. Lee
 28 Pavneet Singh Mac
 NOSSAMAN LLP
 18101 Von Karman Avenue, Suite 1800
 Irvine, CA 92612

29 **5.8 Drafting.** The Parties hereto agree that the terms and conditions of this Stipulation
 30 of Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and

1 that this Stipulation shall not be construed in favor of or against any party by reason of the extent to
2 which any party or its counsel participated in the drafting of this Stipulation.

3 **5.9 Publicity.** Neither Plaintiff nor Class Counsel shall issue any press release or
4 announcement of any kind related in any way to the settlement. Plaintiff and Class Counsel agree
5 that, prior to seeking preliminary approval of the settlement, they will keep the terms of the
6 settlement confidential. From and after preliminary approval of the settlement, Plaintiff and Class
7 Counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as
8 required under counsel's duties and responsibilities as class counsel, comment regarding the specific
9 terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements
10 regarding the terms of the settlement, whether oral, written or electronic (including the world wide
11 web), to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with the
12 settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and
13 obligations to faithfully discharge their duties as Class Counsel, including but not limited to,
14 communicating with Settlement Class Members regarding the settlement, and nothing shall prohibit
15 Class Counsel from referring to the settlement in adequacy of counsel declarations or related court
16 filings.

17 **5.10 No Exclusion by Class Representative.** The Class Representative, by signing this
18 Stipulation, is bound by the terms herein and further agrees not to request to be excluded from the
19 Settlement and not to object to any terms of this Stipulation. Any such request for exclusion or
20 objection shall therefore be void and of no force or effect. Class Counsel, and the Class
21 Representative waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of
22 this Stipulation or the Order of Final Approval, except either Party may appeal in the event an
23 objector's objection is upheld by the trial court.

24 **5.11 Modification.** This Stipulation may not be changed, altered, or modified, except in
25 writing signed by the Parties or their authorized representatives, including counsel, and approved by
26 the Court. This Stipulation may not be discharged except by performance in accordance with its
27 terms or by a writing used by the Parties hereto or their counsel.

28 **5.12 Binding on Successors.** This Stipulation shall be binding upon and inure to the

1 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors,
2 and assigns.

3 **5.13 Execution in Counterparts.** This Stipulation shall become effective upon its
4 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
5 execution of counterparts shall have the same force and effect as if all Parties had signed the same
6 instrument.

7 **5.14 Jurisdiction.** The Court shall retain jurisdiction with respect to the implementation
8 and enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of
9 the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.
10 Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

11 **5.15 Headings.** Paragraph titles or captions contained in the Stipulation are inserted as a
12 matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
13 of this Stipulation, or any provision thereof.

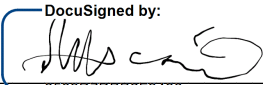
14 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their
15 duly authorized attorneys, as of the day and year herein set forth.

16 **AGREED AND UNDERSTOOD.**
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PLAINTIFF MILL SANSONI

Dated: 3/24/2023

DocuSigned by:
By: 
850367DB82F3496
Plaintiff Mill Sansoni

DEFENDANTS MAXAR SPACE LLC, MAXAR
INTELLIGENCE INC., MAXAR MISSION
SOLUTIONS INC., MAXAR TECHNOLOGIES
HOLDINGS INC., MAXAR SPACE HOLDINGS
LLC, and MAXAR SPACE ROBOTICS LLC

Dated: _____

By: _____
Chris Johnson
SVP GM Maxar

DEFENDANT ZENEX PARTNERS, INC.

Dated: _____

By: _____
Neha Verma
Chief Executive Officer

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PLAINTIFF MILL SANSONI

Dated: _____

By: _____
Plaintiff Mill Sansoni

DEFENDANTS MAXAR SPACE LLC, MAXAR INTELLIGENCE INC., MAXAR MISSION SOLUTIONS INC., MAXAR TECHNOLOGIES HOLDINGS INC., MAXAR SPACE HOLDINGS LLC, and MAXAR SPACE ROBOTICS LLC

March 24, 2023 | 3:12 PM EDT
Dated: _____

DocuSigned by:
By: *Chris Johnson*
B4F880423012742
Chris Johnson
SVP GM Maxar

DEFENDANT ZENEX PARTNERS, INC.

Dated: _____

By: _____
Neha Verma
Chief Executive Officer

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PLAINTIFF MILL SANSONI

Dated: _____

By: _____
Plaintiff Mill Sansoni

DEFENDANTS MAXAR SPACE LLC, MAXAR
INTELLIGENCE INC., MAXAR MISSION
SOLUTIONS INC., MAXAR TECHNOLOGIES
HOLDINGS INC., MAXAR SPACE HOLDINGS
LLC, and MAXAR SPACE ROBOTICS LLC

Dated: _____

By: _____
Chris Johnson
SVP GM Maxar

DEFENDANT ZENEX PARTNERS, INC.

Dated: 3/24/2023

By: _____
DocuSigned by:
Neha Verma
0214736851 DE 439
Neha Verma
Chief Executive Officer

1 **APPROVED AS TO FORM:**

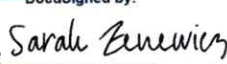
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4 Dated: 3/24/2023

PROTECTION LAW GROUP, LLP

5 By: 
6 Heather Davis
7 Amir Naybdadash
8 Carlos Jimenez
9 Counsel for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

10 March 24, 2023 | 4:11 PM EDT
11 Dated: _____

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13 By: 
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15 Sarah Zenewicz
16 J.P. Schreiber
17 Attorneys for Defendants Maxar Space LLC,
18 Maxar Intelligence Inc., Maxar Mission Solutions
19 Inc., Maxar Technologies Holdings Inc., Maxar
20 Space Holdings LLC and Maxar Space Robotics
21 LLC

NOSSAMAN LLP

22 Dated: _____

23 By: _____
24 David C. Lee
25 Pavneet Singh Mac
26 Attorneys for Defendant Zenex Partners, Inc.

1 **APPROVED AS TO FORM:**

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3 PROTECTION LAW GROUP, LLP

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22 Dated: 3/24/2023 _____

By: _____

DocuSigned by:
Pavneet Mac
9ACFCF107D854BD
David C. Lee
Pavneet Singh Mac
Attorneys for Defendant Zenex Partners, Inc.

EXHIBIT 1

Mill Sansoni v. Maxar Space LLC et al.
Santa Clara County Superior Court, Case No. 21CV388108

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

To: All current and former California non-exempt employees of Maxar Space LLC, Maxar Intelligence Inc., Maxar Mission Solutions Inc., Maxar Technologies Holdings Inc., Maxar Space Holdings LLC, Maxar Space Robotics LLC (collectively, “Maxar”), and of companies that supply contingent workers to Maxar and who are assigned to work at the Maxar Defendants, who worked any time between October 14, 2017, and [Insert End Date] (the “Settlement Class”).

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (opt out) of the class portion of the settlement. If you exclude yourself from the class settlement, you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendants about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and be bound by it.
OBJECT	Write to the Court if you think the settlement is not fair.
GO TO A HEARING	Ask to speak in Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANTS WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. **What is this Class and PAGA Lawsuit and Settlement about?**

Plaintiff Mill Sansoni filed a Complaint under the Private Attorneys General Act (“PAGA”) against Defendants Maxar Space LLC, Maxar Intelligence Inc., Maxar Mission Solutions Inc., Maxar Technologies Holdings Inc., Maxar Space Holdings LLC, Maxar Space Robotics LLC (collectively, “Maxar”) and Zenex Partners, Inc. (“Zenex,” and together with Maxar, the “Defendants”) on October 14, 2021 (the “Lawsuit” or the “Action”). Thereafter, Plaintiff amended the Complaint to add class claims. The operative Complaint alleges causes of action for (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to pay for all hours worked (4) failure to provide meal periods and pay meal period premiums; (5) failure to authorize and permit rest breaks and pay rest break premiums; (6) failure to pay timely wages during employment; (7) failure to furnish complete, accurate and itemized wage statements and payroll records; (8) failure to maintain accurate records relating to work periods, meal period, total daily hours, hours per pay period and applicable pay rates; (9) failure to reimburse for necessary business-related expenses; (10) failure to timely pay all final wages; (11) unfair and unlawful competition based on the Labor Code violations alleged in (1) – (10); and (12) civil penalties under PAGA.

Defendants deny all allegations in the Lawsuit and contend that they have fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated or that this case was suitable for class or representative treatment. Through arms-length negotiations with an experienced wage and hour mediator, the parties reached a class and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. **Why did I get this notice?**

You received this Notice because records identify you as a Settlement Class Member during the period October 14, 2017, and [Insert End Date] (the “Class Settlement Period”). The settlement will resolve Settlement Class Members’ claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the PAGA. You may also be a “PAGA Member” if you worked for Maxar or a company that supplied contingent workers to Maxar and you worked in California during the period from October 14, 2020, through [INSERT] (the “PAGA Settlement Period”).

The purpose of this notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Santa Clara, and the case is known as *Sansoni v. Maxar Space LLC, et al.*, Case No. 21CV388108. The Court held a hearing on _____, 2023, and the Honorable Patricia Lucas preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval hearing concerning the Settlement on _____, 2023 at _____, in Department 3 of the Santa Clara Superior Court, 191 North First Street San Jose, CA 95113. The Final Approval Hearing may be continued to another date without further notice.

3. **Why is there a settlement?**

The Court has not decided in favor of Plaintiff or Defendants or made any decision as to whether this case could proceed on a class or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit.

4. **Who are the Attorneys for the Settlement Class and the PAGA Members?**

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, Heather Davis, Amir Nayebeddash and Carlos Jimenez of Protection Law Group, LLP, 237 California Street, El Segundo, California 90245, (424) 290-3095.

5. **Who are the Attorneys for the Defendants?**

Maxar is represented by Sarah Zenewicz and J.P. Schreiber of Morgan, Lewis & Bockius, LLP, One Market, Spear Street Tower, San Francisco, California 94105-1596.

Zenex is represented by David C. Lee and Pavneet Singh Mac of Nossaman LLP, 18101 Von Karman Avenue, Suite 1800 Irvine, CA 92612

THE TERMS OF THE SETTLEMENT

6. **What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$3,228,140.00 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of \$1,129,849.00 and up to \$50,000 in costs; a Class Representative Enhancement Award of \$7,500 to Plaintiff for his work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Lawsuit); a \$300,000 payment to the California Labor Workforce Development Agency (“LWDA”) and to the PAGA Members as settlement for claims for civil penalties under PAGA (the “PAGA Payment”); and Settlement Administration Costs to ILYM Group, Inc., estimated at \$16,500. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which is currently estimated to be approximately \$1,724,291.00. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded (“opt out”) of the settlement.

7. **How will the Individual Settlement Payments to Participating Class Members be calculated?**

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.** Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement.

Each Participating Class Member’s Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Maxar as a California non-exempt employee of Maxar or of a company that supplied workers to Maxar during the Class Settlement Period (October 14, 2017, through [Insert End Date]) (“Eligible Workweeks”) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 20% of each Individual Settlement Payment reflects a compromise of a claim for alleged unpaid wages; 80% of each Individual Settlement Payment reflects compromise of a claim for alleged interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings, and will be reported on an IRS Form W-2.

Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest and penalties if required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is _____. Based on that, your anticipated approximate Individual Settlement Payment is _____.

8. **How will the PAGA Payment be allocated to the LWDA and PAGA Members?**

The parties will ask the Court to approve the \$300,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$225,000, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$75,000, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Maxar, or for a company that supplied contingent workers to Maxar, as a California non-exempt employee during the PAGA Period (October 14, 2020, through [End Date]) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is _____. Based on that, your anticipated approximate Individual PAGA Payment is _____.

HOW TO GET A PAYMENT

9. **How can I get a settlement payment?**

If you do nothing, you will automatically receive your Individual Settlement Payment and, if eligible, an Individual PAGA Payment after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement and PAGA Payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at _____ if you need to update contact information.

10. **What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?**

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before _____, 2023. *[60 days within mailing of Notice]*. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

11. **When can I expect to receive a settlement check?**

Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Members approximately 30 days after the order granting final approval of the Settlement becomes a final order.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

12. **What am I giving up to get an Individual Settlement Payment?**

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the claims described below:

Released Class Claims: As of the Effective Date of the Settlement, the Participating Class Members, shall be deemed to have fully, finally, and forever released Defendants and the companies that supply workers to Defendants, and any and all of their past, present and future parents, subsidiaries, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), predecessors, successors, assigns, vendors, suppliers, clients, contractors, and insurers, and for each and all of them, their respective past, present and future agents, employees, attorneys, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with one or more of the Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, suppliers, contractors, labor contractors, and consultants (the “Released Parties”), from all federal, state and local law claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints filed in the Action, and all claims that could have been asserted in the Action arising from the same alleged facts or in any PAGA letter sent by Plaintiff to the LWDA, including causes of action for (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to pay for all hours worked (4) failure to provide compliant meal periods and pay meal period premiums; (5) failure to authorize and permit compliant rest breaks and pay rest break premiums; (6) failure to pay timely wages during employment; (7) failure to furnish complete, accurate and itemized wage statements and payroll records; (8) failure to maintain accurate records relating to work periods, meal period, total daily hours, hours per pay period and applicable pay rates; (9) failure to reimburse for necessary business-related expenses; (10) failure to timely pay all final wages; and (11) unfair and unlawful competition based on the Labor Code violations alleged in (1) – (10); and (12) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289, costs, attorneys’ fees, injunctive relief, declaratory relief, or accounting that are based on or related to the alleged Labor Code, Code of Regulations, Wage Order, and Business & Professions Code violations, that accrue during the Class Settlement Period.

13. **What PAGA Claims are released by this Settlement?**

If the Court approves this Settlement, then Plaintiff, as a representative of the State of California and on behalf of the LWDA and the PAGA Members, will fully and finally release the Released Parties from all claims for civil penalties under PAGA asserted in any of the complaints filed in the Action, and all claims that could have been asserted in the Action based on the same alleged facts in the complaints or in any PAGA letter sent by Plaintiff to the LWDA, including but not limited to claims for violations of the California Labor Code, California Code of Regulations, and IWC Wage Order No. 4 for unpaid minimum wages, unpaid overtime wages, failure to provide compliant meal periods and unpaid meal period premiums, failure to authorize and permit compliant rest periods and unpaid rest period premiums, inaccurate wage statements, failure to keep accurate records, failure to indemnify for all necessary business expenses, and failure to timely pay wages during employment or at termination and violations of California Code of Regulations Title 8 section 11040 and Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802 (the “Released PAGA Claims”).

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

14. How do I opt out of the class settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for the claims asserted in the Action on behalf of the Settlement Class, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, opt out of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, and last four of your social security number, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before _____, 2023. [60 days within mailing of Notice] Opt-out requests postmarked after the deadline will be invalid.

[Settlement Admin address]

15. If I don’t exclude myself from the class settlement, can I sue Defendants for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against any Defendants or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don’t like the Settlement?

If you don’t think the Settlement is fair you can object to some or all of the Settlement. Even if you object, if the Court approves the Settlement, you will still receive the Class Settlement Payments unless you opt-out of the Class Settlement and you will be bound by Released Class Claims and the Released PAGA Claims.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Sansoni v. Maxar Space LLC*, Case Number 21CV388108), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified above in sections 4 and 5 and (d) be filed or postmarked on or before _____, 20**.

THE COURT'S FINAL APPROVAL HEARING

17. **When and where will the Court decide whether to grant final approve the settlement?**

The Court will hold a Final Approval hearing in Department 3 of the Santa Clara Superior Court, located at 191 North First Street San Jose, CA 95113 on _____ 2023, at ____ p.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Enhancement Award, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. However, any Settlement Class Member who has filed a Notice of Intention to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

18. **Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

19. **How can I find more information about the settlement?**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.sceffiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

20. **Whom may I contact if I have questions about the settlement?**

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, [Insert], by calling toll free 1-800 _____, or you can write to [Admin at Address].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

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