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 12 and on behalf of all others similarly situated.

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20 Attorneys for Defendants GALACTIC ENTERPRISES, LLC
 21 (formerly VIRGIN GALACTIC, LLC) and GALACTIC CO., LLC (formerly TSC, LLC)

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 23 **FOR THE COUNTY OF KERN**

24 ZACHARY JAMES LUTZ, individually and on
 25 behalf of all others similarly situated,

26 Plaintiffs,

27 vs.

28 GALACTIC ENTERPRISES, LLC (formerly
 29 VIRGIN GALACTIC, LLC); GALACTIC CO.,
 30 LLC (formerly TSC, LLC); and DOES 1 through
 31 20, inclusive,

32 Defendants.

Case No. BCV-21-102063

*Assigned for all purposes to:
 Hon. J. Eric Bradshaw
 Dept./Div. J*

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Zachary James Lutz (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendants Galactic Enterprises, LLC
8 (formerly Virgin Galactic, LLC) and Galactic Co., LLC (formerly TSC, LLC) (“Defendants”), on
9 the other hand. Named Plaintiff and Defendants collectively are referred to in this Agreement as “the
10 Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of One Million Seven Hundred
13 Thousand Dollars (\$1,700,000.00) as provided in Section 3.06(a) below (“Gross Settlement
14 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
15 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members
16 as set forth herein.

17 **ARTICLE I**

18 **DEFINITIONS**

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

21 a. “Action” means the action described as follows: *Zachary James Lutz, individually*
22 *and on behalf of all others similarly situated v. Virgin Galactic, LLC*, Case No. BCV-21-102063,
23 commenced on September 2, 2021 in the Superior Court of the State of California for the County
24 of Kern.

25
26 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
27 Exhibit(s).

28

1 c. “Class” means all current and former non-exempt employees who are or were
2 employed by Defendants in California at any time during the Class Period.

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

4 AEGIS LAW FIRM, PC
5 Kashif Haque
6 Samuel A. Wong
7 Jessica L. Campbell
8 Kristy R. Connolly
9 9811 Irvine Center Drive, Suite 100
10 Irvine, California 92618
11 Telephone: (949) 379-6250
12 Facsimile: (949) 379-6251

13 e. “Class List” means a list based on Defendants’ business records that identifies each
14 Class Member’s name, last known home or mailing address, Social Security number or, as
15 applicable, other taxpayer identification number the number of Qualifying Workweeks worked
16 during the Class Period, and the number of pay periods that each PAGA Group Member worked
17 during the PAGA Period.

18 f. “Class Member(s)” means all members of the Class.

19 g. “Class Period” means May 4, 2020 through April 13, 2023.

20 h. “Court” means the California Superior Court for the County of Kern, where the
21 Action is currently pending.

22 i. “Date of Finality” means the later of the following: (1) the date the Final Order is
23 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
24 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
25 other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10)
26 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
27 final.

28 j. “Defendants” means Defendants Galactic Enterprises, LLC (formerly Virgin
Galactic, LLC) and Galactic Co., LLC (formerly TSC, LLC).

k. “Defense Counsel” means counsel for Defendants:

OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.
Aaron H. Cole
400 South Hope Street, Suite 1200

1 Los Angeles, CA 90071
2 Telephone: 213.239.9800
3 Facsimile: 213.239.9045

4 l. "Disposition" means the method by which the Court approves the terms of the
5 Settlement and retains jurisdiction over its enforcement, implementation, construction,
6 administration, and interpretation.

7 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
8 formal court order signed by the Court following the Final Fairness and Approval Hearing in
9 accordance with the terms herein, approving this Agreement.

10 n. "Gross Settlement Amount" means One Million Seven Hundred Thousand Dollars
11 (\$1,700,000.00) to be paid by Defendants as provided by this Agreement to settle this Action. All
12 payments to the Class, administration costs, attorney's fees and costs, and Incentive Award, pursuant
13 to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer's share
14 of payroll taxes arising from the payments made under this settlement shall be paid by Defendants
15 separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
16 subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement
17 Amount shall revert to Defendants.

18 o. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars
19 (\$10,000.00) for Plaintiff Zachary James Lutz, subject to Court approval, in recognition of his effort
20 and work in prosecuting the Action on behalf of Class Members, and for his general release of claims.

21 p. "Individual Settlement Payment(s)" means each Participating Class Member's
22 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
23 by the calculations provided in this Agreement.

24 q. "LWDA" means The State of California Labor and Workforce Development Agency.

25 r. "LWDA Payment" means 75% of the \$50,000 allocated to the settlement of PAGA
26 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
27 this Agreement, as provided for below.

28

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

5 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. "Named Plaintiff" means Zachary James Lutz.

9 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
10 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA
11 Payment, pursuant to Section 3.06(a)-(f) below.

12 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
16 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

17 y. "Operative Complaint" means the Third Amended Class Action Complaint filed in
18 the Action on or about _____.

19 z. "PAGA" means the California Private Attorneys General Act of 2004, which is
20 codified in California Labor Code §§ 2698 *et seq.*

21 aa. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
22 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
23 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to Court
24 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
25 remaining 25% will be distributed to PAGA Group Members.

26 bb. "PAGA Group Members" means all Class Members employed by Defendants at any
27 time between September 2, 2020 through April 13, 2023 ("PAGA Period").
28

1 cc. "Participating Class Member(s)" is defined as a Class Member who does not timely
2 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
3 Settlement Amount automatically without the need to return a claim form. Each Participating Class
4 Member will be paid his/her Individual Settlement Payment.

5 dd. "Preliminary Approval Date" means the date the Court preliminarily approves the
6 Settlement embodied in this Agreement.

7 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
8 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
9 Administrator for the benefit of Participating Class Members.

10 ff. "Qualifying Workweeks" means the number of weeks that Class Members worked
11 for Defendants as non-exempt employees during the Class Period.

12 gg. "Released Parties" means Defendants Galactic Enterprises, LLC (formerly Virgin
13 Galactic, LLC) and Galactic Co., LLC (formerly TSC, LLC), and any of their former and present
14 parents, subsidiaries, affiliates, officers, directors, exempt employees, partners, shareholders,
15 attorneys, agents, successors, assigns, or legal representatives.

16 hh. "Response Deadline" means the deadline by which Class Members must postmark or
17 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
18 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
19 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
20 federal holiday, in which case the Response Deadline will be extended to the next day on which the
21 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a
22 re-mailing.

23 ii. "Settlement Administration Costs" means all costs incurred by the Settlement
24 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
25 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
26 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
27 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for their Incentive
28

1 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
2 Settlement Amount.

3 jj. "Settlement Administrator" means Phoenix Settlement Administrators, which the
4 Parties have agreed will be responsible for the administration of the Individual Settlement Payments
5 to be made by Defendants from the Gross Settlement Amount and related matters under this
6 Agreement.

7 **ARTICLE II**

8 **CONTINGENT NATURE OF THE AGREEMENT**

9 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

10 Because the Parties have stipulated to the certification of the Class with respect to all causes
11 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
12 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
13 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
14 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
15 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
16 of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to
17 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
18 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
19 Class as to Defendants will be vacated and Named Plaintiff, Defendants, and the Class will be
20 returned to their positions with respect to the Action as if the Agreement had not been entered into.
21 In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally
22 approving certification of any class contemplated by this Agreement shall be null, void, and vacated,
23 and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement
24 reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under
25 this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be
26 used or cited thereafter by any person or entity, including in any manner whatsoever, including
27 without limitation any contested proceeding relating to the certification of any class. If the Date of
28 Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect

1 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly
2 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
3 Date of Finality does not occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the Court
5 relating to the approval and implementation of this Agreement and shall otherwise use their
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
7 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
8 to meet and confer to address the Court’s concerns. If the Parties are unable to agree upon a
9 resolution, the Parties agree to seek the assistance of mediator Eve Wagner to resolve the dispute.

10 **ARTICLE III**

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

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

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
16 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
17 The date that the Court grants preliminary approval of this Agreement will be the “Preliminary
18 Approval Date.”

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this
21 Settlement and to act as the Settlement Administrator, including but not limited to distributing and
22 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,
23 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the
24 Individual Settlement Payment checks and distributing them to Participating Class Members,
25 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys’ fees
26 and costs, the Incentive Award checks to Named Plaintiff, and the employer payroll taxes to the
27 appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms
28 and conditions of this Agreement.

1 All costs of administering the Settlement, including but not limited to all costs and fees
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
5 returns and any other filings required by any governmental taxing authority or agency, all costs and
6 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
7 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
8 incurred and/or charged by the Settlement Administrator in connection with the execution of its
9 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
10 Administrator from the Gross Settlement Amount.

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

12 No later than five (5) business days after the Preliminary Approval Date, Defendants will
13 provide the Settlement Administrator with a “Class List” in electronic format based on its business
14 records, identifying the names of the Class Members, their last known home addresses, Social
15 Security numbers or, as applicable, other taxpayer identification number, and weeks worked during
16 the Class Period.

17 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
18 Administrator will send Class Members, by first-class mail, at their last known address, the Court
19 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
20 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
21 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
22 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
23 Settlement Administrator will check all Class Member addresses against the National Change of
24 Address database and shall update any addresses before mailing. The Settlement Administrator will
25 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
26 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
27 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of
28 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.

1 Class Members shall not be required to submit claim forms in order to receive a proportional share
2 of the Net Settlement Amount.

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

12 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
13 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
14 status report provided to the Parties.

15 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar
16 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
17 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
18 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
19 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
20 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
21 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
22 procedures set forth in Section 3.06(g) below.

23 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
24 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
25 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
26 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
27 exclusion and objections that the Settlement Administrator received.

28

1 **Section 3.04: Responses to Notice**

2 **a. Class Member Disputes**

3 If any Class Member or PAGA Group Member disagrees with Defendant's records as to his
4 or her Qualifying Workweeks and/or the number of pay periods worked during the PAGA Period as
5 reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks
6 or pay periods he/she claims to have worked during the Class Period and/or PAGA Period and submit
7 such writing to the Settlement Administrator by the Response Deadline, along with any supporting
8 documentation. The Notice will also provide a method for the Class Member or PAGA Group
9 Member to challenge the employment data on which his or her Individual Settlement Payment is
10 based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties
11 will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement
12 Administrator will be the final arbiter of the Qualifying Workweeks or number of pay periods for
13 each Class Member or PAGA Group Member during the Class Period and/or PAGA Period,
14 respectively, based on the information provided to it.

15 **b. Requests for Exclusion from Class**

16 In order for any Class Member to validly exclude himself or herself from the Class and this
17 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
18 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
19 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
20 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
21 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
22 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
23 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
24 conclusively determined according to the records of the Settlement Administrator. Any Class
25 Member who timely and validly requests exclusion from the Class and this Settlement will not be
26 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
27 Agreement, and will not have any right to object, appeal, or comment thereon.

28

1 Any Class Member who fails to timely submit a request for exclusion shall automatically be
2 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
3 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
4 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
5 and/or released in this Agreement will be extinguished.

6 **c. Objections to Settlement**

7 For any Class Member to object to this Agreement, or any term of it, the person making the
8 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
9 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
10 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
11 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
12 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
13 the date the signed objection was postmarked, shall be conclusively determined according to the
14 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
15 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
16 Members may also appear at the final approval hearing to object. The Court retains final authority
17 with respect to the consideration and admissibility of any Class Member objections.

18 **d. Encouragement of Class Members**

19 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
20 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
21 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
22 Class Members.

23 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

24 Defendants have estimated the number of Class Members as 394 and the number of
25 Qualifying Workweeks is 27,300. If the number of Class Members or the number of Qualifying
26 Workweeks increases by more than 10% (which is more than 433 Class Members and more than
27 30,030 Qualifying Workweeks) as of the end of the Class Period, there will be a pro rata adjustment
28

1 to the Gross Settlement Amount as follows: \$4,314.72 per additional Class Member or \$62.27 per
2 Qualifying Workweek, whichever is greater.

3 **f. Right of Defendant to Reject Settlement**

4 If more than ten percent (10%) of the Class Members timely submit valid requests for
5 exclusion, Defendants will have the right, but not the obligation, to void the Settlement and the
6 Parties will have no further obligations under the Settlement, including any obligation by Defendants
7 to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under
8 this Agreement, except that Defendants will pay the settlement administration expenses incurred as
9 of the date that Defendants exercise the right to void the Settlement. Defendants will notify Class
10 Counsel and the Court whether it is exercising this right to void not later than seven (7) days after
11 the Settlement Administrator notifies the Parties of the number of valid requests for exclusion

12 **Section 3.05: Final Fairness and Approval Hearing**

13 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
14 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
15 and determine whether the Court should give it final approval, and (2) consider any objections made
16 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
17 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
18 Proposed Final Order Approving Settlement of Class Action and Judgment. Defendants may file in
19 the Action or in any other proceeding the Final Order Approving Settlement of Class Action as
20 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release or other
21 theory of claim or similar defense as to the claims being released by the Settlement.

22 **Section 3.06: Settlement Payment Procedures**

23 **a. Settlement Amount**

24 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
25 Gross Settlement Amount in the amount of One Million Seven Hundred Thousand Dollars
26 (\$1,700,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
27 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
28

1 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
2 Amount, and the Incentive Award

3 Within ten (10) calendar days of the Date of Finality, Defendants shall transfer the Gross
4 Settlement Amount plus Defendants' share of employer-side payroll taxes, as set forth herein, into a
5 QSF established by the Settlement Administrator either directly or by sending the funds to the
6 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these
7 funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class
8 Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement
9 Administration Costs.

10 Within ten (10) calendar days after receiving Defendants' final payment, funding the Gross
11 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
12 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
13 Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement
14 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
15 search based on the National Change of Address Database to update and correct for any known or
16 identifiable address changes.

17 **b. Payment of Attorneys' Fees and Costs**

18 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
19 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Five
20 Hundred Sixty-Six Thousand Six Hundred Sixty-Six and Sixty-Seven Cents (\$566,666.67). Class
21 Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars
22 (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
23 Fairness and Approval Hearing. Defendants shall not object to or oppose any such application in
24 these amounts. Even in the event that the Court reduces or does not approve the requested attorneys'
25 fees and costs, Plaintiff's Counsel shall not have the right to revoke the Settlement and it will remain
26 binding. This Settlement is not contingent upon the Court awarding Class Counsel any particular
27 amount in attorneys' fees and costs. Class Counsel shall serve Defendants with copies of all
28 documents submitted in support of their application for an award of attorneys' fees and costs.

1 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
2 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
3 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
4 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
5 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
6 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
7 will be reallocated to the Net Settlement Amount.

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

9 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
10 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
11 Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00).

12 **d. Payment of Incentive Award to Named Plaintiff**

13 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten
14 Thousand Dollars (\$10,000.00), the request for which Defendants will not object to or oppose. The
15 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
16 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
17 approves less than the amount of incentive award that Class Counsel request, the difference between
18 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

19 Because it is the intent of the Parties that the Incentive Award represent payment to Named
20 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
21 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
22 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
23 authorities as required by law. Plaintiff shall be solely and legally responsible to pay any and all
24 applicable taxes on his Incentive Award and shall hold harmless Defendant and Class Counsel from
25 any claim or liability for taxes, penalties, or interest arising as a result of the Incentive Award.

26 **e. Payment to the Labor and Workforce Development Agency**

27 In consideration of claims made under PAGA, Class Counsel will request that the Court
28 approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these

1 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
2 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid
3 to PAGA Group Members. Defendants will not oppose this request. The entire PAGA Settlement
4 Amount will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the
5 amount allocated to Named Plaintiff’s PAGA claim in the Action, will not invalidate this Agreement.

6 **f. Payment of Individual Settlement Payments to Participating Class Members**
7 **and PAGA Group Members**

8 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
9 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
10 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
11 each Class Member. To calculate the minimum amount each Class Member will receive based on
12 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
13 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
14 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
15 Member’s approximate Individual Settlement Payment amount will be included in his or her Notice
16 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
17 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
18 individual Qualifying Workweeks worked during the Class Period by each Participating Class
19 Member.

20 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided
21 between all PAGA Group Members in proportion to the number of pay periods that each PAGA
22 Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA
23 Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement
24 Amount (or \$12,500) will be divided by the total number of pay periods by all PAGA Group
25 Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded
26 up to the next whole integer. Each PAGA Group Member’s approximate Individual PAGA
27 Settlement Payment Amount will be included in his or her Notice Packet. After final approval by the
28 Court, the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata

1 basis based on the number of pay periods worked during the PAGA Period by each PAGA Group
2 Member.

3 Each Individual Settlement Payment will represent wages and penalties allocated using the
4 following formula: 20% allocated to wages; 80% allocated to interest and penalties. Payments for
5 the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid as wages shall
6 be subject to all tax withholdings customarily made from an employee's wages and all other
7 authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes
8 will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as
9 penalties and interest shall be subject to all authorized and required withholdings other than the tax
10 withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

11 No later than ten (10) business days after receiving the Gross Settlement Amount from
12 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
13 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
14 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
15 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
16 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
17 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
18 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
19 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
20 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
21 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

22 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
23 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
24 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
25 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
26 Settlement Administrator is unable to obtain a valid mailing address through this process, the
27 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 **g. Default on Payment.**

2 Defendants’ failure to fund the Gross Settlement Amount within ten (10) calendar days after
3 the date that the Court grants final approval of the Settlement shall be considered a default. In the
4 event Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator will
5 provide notice to Class Counsel and Defendants’ counsel within three (3) business days of the missed
6 payment. Thereafter, Defendants will have seven (7) days to cure the default and tender payment to
7 the Settlement Administrator. In the event Defendants fail to cure the default within the times set
8 forth herein, Named Plaintiff may elect to enter judgment against Defendants, on an ex parte basis,
9 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
10 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
11 attorneys’ fees and costs.

12 **h. No Credit Toward Benefit Plans.**

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

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendants dispute the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Action. This Agreement is entered into solely for the
25 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
26 construed as an admission of liability or wrongdoing by Defendants.

27
28

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

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

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiff and
5 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
6 any and all claims that are alleged in Named Plaintiff’s Operative Complaint or could have been
7 alleged based on the facts alleged in Named Plaintiff’s Operative Complaint, during the Class Period,
8 including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
9 failure to provide meal periods; (4) failure to permit rest periods; (5) failure to reimburse business
10 expenses; (6) failure to furnish accurate itemized wage statements; (7) failure to timely pay wages;
11 (8) failure to timely pay wages upon separation of employment; and (9) violation of California
12 Business and Professions Code §§17200, *et seq.*, based on the preceding claims (“Released Claims”).

13 **Section 5.02: Released Claims by PAGA Group Members**

14 Upon the date of funding the GSA, the State of California and PAGA Group Members release
15 the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged
16 or could have been alleged based on the facts alleged in the Named Plaintiffs’ Operative Complaint,
17 which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the
18 Settlement.

19 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

20 Upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever
21 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,
22 and causes of action, of any nature arising from Named Plaintiff’s employment with Defendants,
23 whether known or unknown, which exist or may exist as of the Parties’ execution of this Agreement.

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

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

1 Plaintiff's general release provided herein is made with an express waiver and relinquishment
2 of any claim, right, or benefit under California Civil Code § 1542.

3 **ARTICLE VI**

4 **MISCELLANEOUS PROVISIONS**

5 **Section 6.01: Amendments or Modification**

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

9 **Section 6.02: Assignment**

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

15 **Section 6.03: Governing Law**

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

19 **Section 6.04: Entire Agreement**

20 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
21 contains the entire understanding of the Parties with respect to the subject matter contained herein.
22 In case of any conflict between text contained in Articles I through VI of this Agreement and text
23 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
24 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
25 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
26 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
27 supersedes all prior agreements and understandings among the Parties with respect to the settlement
28

1 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
2 prior agreements or proposals.

3 **Section 6.05: Waiver of Compliance**

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

10 **Section 6.06: Counterparts and Fax/PDF Signatures**

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

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

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

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

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

24 **Section 6.09: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
27 was the drafter or participated in the drafting of this Agreement.
28

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

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
5 further believe that the Settlement is and is consistent with public policy, and fully complies with
6 applicable law.

7 **Section 6.11: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.12: Notice**

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

14 *To Named Plaintiff and the Class:*

15 Kashif Haque
16 Samuel A. Wong
17 Jessica L. Campbell
18 Kristy R. Connolly
19 AEGIS LAW FIRM, PC
20 9811 Irvine Center Drive, Suite 100
 Irvine, California 92618
 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251

21 And

22 *To Defendants:*

23 Aaron H. Cole
24 **OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.**
25 400 South Hope Street, Suite 1200
26 Los Angeles, CA 90071
27 Telephone: 213.239.9800
28 Facsimile: 213.239.9045

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

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.14: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.15: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
26 represent and warrant that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

1 **Section 6.16: No Reliance on Representations**

2 The Parties have made such investigation of the facts and the law pertaining to the matters
3 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
4 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
5 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
6 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
7 to any other matters. No representations, warranties, or inducements, except as expressly set forth
8 herein, have been made to any party concerning this Agreement.

9 **Section 6.17: Publicity**

10 Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the
11 fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any
12 manner or form, directly or indirectly, to any person or entity, except potential Settlement Class
13 Members and as shall be contractually required to effectuate the terms of the Settlement. For the
14 avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases,
15 communicate with, or respond to any media or publication entities, publish information in manner or
16 form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
17 video, recording, website or social media post, or any other medium, with any person or entity
18 concerning the Settlement, including the fact of the settlement, its terms or contents and the
19 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
20 terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove
21 adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this
22 action and the venue/case number of this action (but not any other settlement details) for such
23 purposes.

24 **Section 6.18: No Unalleged Claims**

25 Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement,
26 are not currently aware of any unalleged claims in addition to, or different from, those which are
27 finally and forever settled and released against the Released Parties by this Settlement.
28

1 **Section 6.19: Notice of Settlement to LWDA**

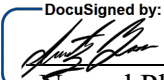
2 Plaintiff will submit this Agreement and proposed settlement to the Labor Workforce
3 Development Agency (“LWDA”) as required by Labor Code Section 2699(1)(2) at the same time it
4 is submitted to the Court for preliminary approval.

5 **EXECUTION BY PARTIES AND COUNSEL**

6 The Parties and their counsel hereby execute this Agreement.

7 Dated: 04MAY2023

ZACHARY JAMES LUTZ

8 By:  _____
9 ~~Named Plaintiff~~

10 Dated: _____
11

GALACTIC ENTERPRISES, LLC AND
12 GALACTIC CO., LLC

13 By: _____
14 (Signature)


15 _____
16 (Printed Name)

17 _____
18 (Title)

17 **APPROVED AS TO FORM ONLY:**

18 Dated: 05/05/2023

AEGIS LAW FIRM, PC

19
20 By:  _____

21 Samuel Wong
22 Kristy R. Connolly
23 Attorneys for Named Plaintiff Zachary James
24 Lutz

25 Dated: _____
26

**OGLETREE, DEAKINS, NASH, S MOAK,
& STEWART, P.C.**

26 By: _____
27 Aaron Cole

27 Attorneys for Defendants Galactic Enterprises,
28 LLC And Galactic Co., LLC

1 **Section 6.19: Notice of Settlement to LWDA**

2 Plaintiff will submit this Agreement and proposed settlement to the Labor Workforce
3 Development Agency (“LWDA”) as required by Labor Code Section 2699(1)(2) at the same time it
4 is submitted to the Court for preliminary approval.

5 **EXECUTION BY PARTIES AND COUNSEL**

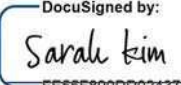
6 The Parties and their counsel hereby execute this Agreement.

7 Dated: _____ ZACHARY JAMES LUTZ

8
9 By: _____
 Named Plaintiff

10
11 Dated: GALACTIC ENTERPRISES, LLC AND
 5/9/2023 GALACTIC CO., LLC

12 _____

13 By:  _____
 (FESSF890DD02437...)
 (Signature)
14 Sarah Kim
15 _____ (Printed Name)
16 EVP, Chief Legal Officer
 _____ (Title)

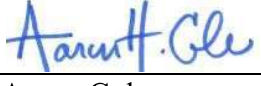
17 **APPROVED AS TO FORM ONLY:**

18 Dated: _____ **AEGIS LAW FIRM, PC**

19
20 By: _____
21 Samuel Wong
 Kristy R. Connolly
22 Attorneys for Named Plaintiff Zachary James
 Lutz

23
24 Dated: **OGLTREE, DEAKINS, NASH, S MOAK,**
 5/11/2023 **& STEWART, P.C.**

25 _____

26 By:  _____
 Aaron Cole
27 Attorneys for Defendants Galactic Enterprises,
 LLC And Galactic Co., LLC

28

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Zachary James Lutz v. Galactic Enterprises, LLC and Galactic Co., LLC
Kern County Superior Court, Case No. BCV-21-102063

If you worked for Galactic Enterprises, LLC (formerly Virgin Galactic, LLC) or Galactic Co., LLC (formerly TSC, LLC) as a non-exempt employee, in California at any time from May 4, 2020 through April 13, 2023, the settlement of this class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Zachary James Lutz v. Virgin Galactic, LLC, et al.* Case No. BCV-21-102063 (Kern County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendants Galactic Enterprises, LLC (formerly Virgin Galactic, LLC) or Galactic Co., LLC (formerly TSC, LLC) (“Defendants”), which will affect all non-exempt employees who worked for Defendants in California at any time from May 4, 2020 through April 13, 2023.
- If the Court grants final approval of the Settlement, there may be money available to you.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | |
|--|--|
| PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u> | Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Defendants for violations that relate to the claims brought in this Lawsuit. |
| OBJECT TO THE SETTLEMENT | Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object. |
| ASK TO BE EXCLUDED | Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Defendants separately for the legal claims raised in this Lawsuit. |

- **Regardless of the option you choose, you will not be retaliated against.**

- Your options are explained in this Notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendants' records show that you worked for Defendants as a non-exempt employee in California at some point between May 4, 2020 through April 13, 2023 (the "Class Period").

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Eric Bradshaw of the Superior Court of the State of California, County of Kern, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Zachary James Lutz ("Plaintiff") claims that Defendants: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest periods; (5) failed to reimburse business expenses; (6) failed to furnish accurate itemized wage statements; (7) failed to timely pay wages; (8) failed to timely pay wages upon separation of employment; (9) violated the California Business and Professions Code §§17200; and (10) that these violations entitle Plaintiff to recover civil penalties on behalf of the State of California under Labor Code § 2698 et. seq ("PAGA").

Throughout the litigation, Defendants have denied—and continue to deny—the factual and legal allegations in the Lawsuit. Defendants deny any wrongdoing and asserts that their conduct at all times complied with the law. However, Defendants have voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are referred to as a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorneys General Act" ("PAGA") claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of September 2, 2020 through April 13, 2023 ("PAGA Period").

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiff and Defendants agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendants have agreed to pay \$1,700,000 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff has agreed to release all of his claims in this this Lawsuit against Defendant.
3. Plaintiff seeks the following deductions from the \$1,700,000 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (which is currently equal to \$566,666.67) for Class Counsel’s attorneys’ fees.
 - b. Up to \$30,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$10,000.00 to the Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$8,750.00 to cover the costs of the Settlement Administrator.
 - e. A PAGA Settlement Amount of up to \$50,000.00 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (\$37,500.00) to the California Labor and Workforce Development Agency and 25% (\$12,500.00) to the non-exempt employees that worked for Defendant in California at any time during the PAGA Period (“PAGA Group Members”).

After making the above requested deductions from the Gross Settlement Amount, the remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not opt-out according to the number of weeks they worked for Defendant in California during the Class Period.

PAGA Settlement Payments. 25% of the PAGA Settlement Amount (or \$12,500.00) (“PAGA Group Payment”) will be paid to PAGA Group Members based on the number of pay periods they work for Defendant in California during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement.

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check will be sent to the California State Controller’s Unclaimed Property Fund, to be held in your name.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who are or were employed by Defendants in California at any time from May 4, 2020 through April 13, 2023.

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by Phoenix Settlement Administrators, the “Settlement Administrator”, at the designated phone number for this matter at [redacted] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California for Defendants as a non-exempt employee during the Class Period is [redacted]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [redacted].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$ [redacted], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$ [redacted].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period and/or PAGA Period shown above is not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than [redacted]. You should send any documents or other information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendants' records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not exclude yourself from the Settlement, you will be deemed to have released Defendants Galactic Enterprises, LLC (formerly Virgin Galactic, LLC) and Galactic Co., LLC (formerly TSC, LLC), and any of their former and present parents, subsidiaries, affiliates, officers, directors, exempt employees, partners, shareholders, attorneys, agents, successors, assigns, or legal representatives. (collectively, “Released Parties”) from any and all claims that are alleged in Plaintiff’s Operative Complaint or could have been alleged based on the facts alleged in Plaintiff’s Operative Complaint, during the Class Period, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest periods; (5) failure to reimburse business expenses; (6) failure to furnish accurate itemized

wage statements; (7) failure to timely pay wages; (8) failure to timely pay wages upon separation of employment; and (9) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims (collectively, “Released Claims”).

Additionally, if you are a PAGA Group Member, you will have released the right to bring a claim for civil penalties under PAGA that arose during the PAGA Period, on behalf of the State based on the facts alleged in the operative Complaint in this Lawsuit and the PAGA letters submitted to the LWDA by Plaintiff (collectively, “Released PAGA Claims”). You will release these Released PAGA Claims even if you opt-out of the class action settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, you must not opt-out). To object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. Your written objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. Any written objection must be mailed to the Settlement Administrator no later than [REDACTED]. You can also appear at the final approval hearing. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class – you will not receive any money or benefits from the class settlement. However, if you opt out, you may then be able to sue or continue to sue Defendants for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit except for the release by PAGA Group Members. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still be entitled to your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must contain your name, address, telephone number, and your signature or the signature of your legally authorized representative and must be postmarked on or before [REDACTED]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any class member who fails to submit a valid and timely request for exclusion will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:
Kashif Haque
Samuel A. Wong

Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
kconnolly@aegislawfirm.com

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$566,666.67) in attorneys' fees, plus costs not to exceed \$30,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$10,000 to be paid to the Plaintiff for his efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators

[address]

[address]

[Telephone]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [redacted], at [redacted] in Division J of the Superior Court of California, County of Kern, located at 1215 Truxton Avenue, Bakersfield, CA 93301. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

18. When will I get money after the hearing?

The Court will hold a hearing on [redacted], at [redacted], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always

uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendants make payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California at the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301. You can also view the case records online at the court's website: <https://portal.kern.courts.ca.gov/case-search/case-number>. Input the Case Number BCV-21-102063 and click "search" to view the case record.

Any questions regarding this Notice or the Lawsuit may be directed to the Settlement Administrator at the address and/or telephone number listed in section 16 of this Notice. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE.