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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
SEP 01 2023
J. Cordero

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03

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

MARCELLO IBARRA, on behalf of himself,
and all others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff,

vs.

AIRBUS DS COMMUNICATIONS, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. RIC1722478

~~PROPOSED~~ ORDER PRELIMINARILY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF FIFTH AMENDED JOINT
STIPULATION RE: CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT

[Assigned for all purposes to
The Honorable Harold W. Hopp, Dept. 1]

Action filed: 11/30/2017
Hearing Date: 08/21/2023
Hearing Time: 8:30 a.m.
Hearing Dept.: 1, Hon. Harold W. Hopp
Reservation: 744118219136

1 This matter came on for hearing on August 21, 2023 upon the Motion for Preliminary
2 Approval of the proposed settlement of this action on the terms set forth in the Fifth Amended Joint
3 Stipulation re: Class and Representative Action Settlement (the “Settlement” or “Stipulation”).
4 Having considered the Settlement, all papers and proceedings held herein, and having reviewed the
5 entire record in this action, Case No. RIC1722478, entitled *Marcello Ibarra v. Airbus DS*
6 *Communications, Inc.* (the “Action”), and good cause appearing, the Court finds that:

8 WHEREAS, plaintiff Marcello Ibarra (“Plaintiff”) has alleged claims against defendant Vesta
9 Solutions, Inc., formerly known as Airbus DS Communications, Inc. (“Defendant”) on behalf of
10 himself and on behalf of others similarly situated, comprising: “All persons who worked for
11 Defendant in non-exempt positions in the State of California in Defendant’s Managed Services
12 Support group at any time during the Class Period”; and

14 WHEREAS, Plaintiff asserts claims against Defendant for (1) Failure to Provide Rest Breaks;
15 (2) Failure to Provide Meal Periods; (3) Failure to Pay All Wages Earned for All Hours Worked; (4)
16 Wage Statement Penalties; (5) Waiting Time Penalties; (6) Unfair Competition; and (7) Civil
17 penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et*
18 *seq.* (“PAGA”); and

19 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law
20 alleged in the Action, and further denies any liability whatsoever to Plaintiff, or to the Class Members
21 or PAGA members; and

23 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
24 (collectively, the “Parties”) determined that it was mutually advantageous to settle the Action and to
25 avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

26 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
27 about January 3, 2023, subject to the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Fifth Amended Joint Stipulation re: Class and
4 Representative Action Settlement attached as Exhibit A to the Declaration of David Spivak in
5 Support of the Motion for Preliminary Approval, filed on July 27, 2023 incorporated herein by
6 reference, the terms in this Order shall have the meanings set forth therein. All terms herein shall
7 have the same meaning as defined in the Fifth Amended Settlement Agreement. The Court will make
8 a determination at the hearing on the motion for final approval of class action settlement (the “Final
9 Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement
10 Class.
11

12 2. The Court has jurisdiction over the subject matter of the Action, Defendant, and the
13 Class.
14

15 3. The Class is defined as follows: “All persons who worked for Defendant in non-
16 exempt positions in the State of California in Defendant’s Managed Services Support group at any
17 time during the Class Period.”

18 4. PAGA Members are defined as follows: “All persons who worked for Defendant in
19 non-exempt positions in the State of California in Defendant’s Managed Services Support group at
20 any time during the PAGA Period.”

21 5. The Court has determined that the intended notice, attached hereto as **Exhibit 1**, to
22 be given to the Class fully and accurately informs all persons in the Class of all material elements of
23 the proposed Settlement, constitutes the best notice practicable under the circumstances, and
24 constitutes valid, due, and sufficient notice to all Class Members. The Court has determined that the
25 intended notice shall be accompanied by an exclusion form and objection form that the class
26 members may use, attached hereto as **Exhibit 2** and **Exhibit 3**, respectively. Any exclusion form or
27
28

1 objection form provided by a class member shall be submitted to the Settlement Administrator and
2 not filed with the court. The settlement administrator is required to send copies of any exclusion
3 forms or objection forms to counsel. Class members are not required to send copies of the exclusion
4 form or objection form to counsel. The settlement administrator shall file a declaration concurrently
5 with the filing of the motion for final approval, authenticating a copy of every exclusion form and
6 objection form received by the administrator. The intended exclusion form and objection form to be
7 given to the Class, constitute the best exclusion form and objection form practicable under the
8 circumstances.
9

10 6. The Court hereby grants preliminary approval of the Settlement and Stipulation and
11 Orders the parties to consummate the Settlement in accordance with the terms of the Stipulation.
12 However, the Court has determined only that there is sufficient evidence to suggest that the proposed
13 settlement is fair, adequate, and reasonable, and that any final determination of any possible issues
14 will be made at the final hearing.
15

16 7. The plan of distribution as set forth in the Stipulation providing for the distribution of
17 the Net Settlement Amount to Settlement Class Members and PAGA Members is preliminarily
18 approved as being fair, reasonable, and adequate.
19

20 8. The Court preliminarily appoints as Class Counsel the following attorneys: (1) David
21 G. Spivak of The Spivak Law Firm, 8605 Santa Monica Bl. PMB 42554, West Hollywood, CA
22 90069; and (2) Walter Haines of United Employees Law Group, 4276 Katella Ave., #301, Los
23 Alamitos, CA 90720.

24 9. The Court preliminarily approves the payment of attorneys' fees in the amount of not
25 to exceed \$71,666.67 to Class Counsel, which shall be paid from, and not in addition to, the Total
26 Class Action Settlement Amount.
27

28 10. The Court preliminarily approves the payment of attorneys' costs in the amount of

1 not to exceed \$23,900.00 to Class Counsel, which shall be paid from, and not in addition to, the Total
2 Class Action Settlement Amount.

3 11. The Court preliminarily approves a payment in the amount of \$7,500.00 to the
4 California Labor & Workforce Development Agency, representing the State of California's portion
5 of civil penalties under PAGA, which shall be paid from, and not in addition to, the Total Class
6 Action Settlement Amount.
7

8 12. The Court preliminarily approves the payment of reasonable claims administration
9 costs to the Settlement Administrator, Phoenix Settlement Administrators, in the amount of not to
10 exceed \$7,000.00, which shall be paid from, and not in addition to, the Total Class Action Settlement
11 Amount. The Court preliminarily approves the nature of the services that the Settlement
12 Administrator is required to perform, as described in the Fifth Amended Joint Stipulation re: Class
13 and Representative Action Settlement, ¶ 20, incorporated herein by reference.
14

15 13. The Court preliminarily approves an enhancement award to Plaintiff and class
16 representative Marcello Ibarra in the amount of not to exceed \$5,000.00, which amount shall be paid
17 from, and not in addition to, the Total Class Action Settlement Amount.

18 14. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
19 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
20 wrongdoing whatsoever.
21

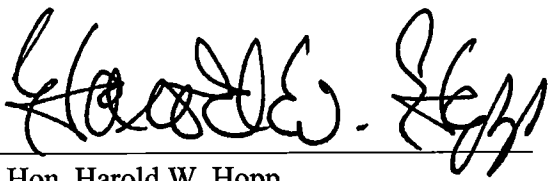
22 15. In the event that the Settlement does not become effective in accordance with the
23 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the
24 extent provided by and in accordance with the Stipulation and shall be vacated, and; in such event,
25 all orders entered and releases delivered in connection herewith shall be null and void to the extent
26 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
27 proceed with litigation of the Action.
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16. The Final Fairness Hearing shall be held on ~~_____~~, 2023 or December 14th
2023 at 8:30 a.m. in Department 1. No later than ten calendar days prior to the Final Approval
Hearing, the settlement administrator shall give notice to any objecting party of any continuance of
the hearing of the motion for final approval.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 9/11/23



Hon. Harold W. Hopp
Riverside County Superior Court Judge

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

<p>MARCELLO IBARRA, on behalf of himself, and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">vs.</p> <p>AIRBUS DS COMMUNICATIONS, INC., a California corporation; and DOES 1 through 50, inclusive,</p> <p style="text-align:center">Defendants.</p>	<p>CASE NO.: RIC1722478 JUDGE: Honorable Harold W. Hopp DEPARTMENT: 1</p> <p style="text-align:center">NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT</p>
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached with Defendant Vesta Solutions, Inc., formerly known as Airbus DS Communications, Inc. (“Defendant”), in the case entitled *Marcello Ibarra v. Airbus DS Communications, Inc.*, Case No. RIC1722478 (the “Action”). You are receiving this notice because Defendant’s records indicate that you are one of Defendant’s current or former employees who worked in California in Defendant’s Managed Services Support group during the time period of November 30, 2013 to December 15, 2022; and who was classified as hourly and not exempt from overtime pay (the “Class”). As a result, you will receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court has ordered that this notice be sent to you as a member of the Class. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is also intended (i) to describe the settlement, including how the settlement monies will be allocated and how the settlement may affect you, and (ii) to advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In November 2017, a former employee of Defendant filed a lawsuit on behalf of the Class in which he alleged multiple violations of the California Labor Code. The alleged California Labor Code violations included: (1) Failure to Provide Rest Breaks; (2) Failure to Provide Meal Periods; (3) Failure to Pay All Wages Earned for All Hours Worked; (4) failure to issue accurate and complete itemized wage statements (paystubs); (5) failure to timely pay final wages to employees at termination of employment; and (6) Unfair Competition; and (7) civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 and

other statutes of the Private Attorneys General Act (“PAGA”). The individual who is suing Defendant is referred to in this document as “Plaintiff.” The Action was litigated in State Court in Riverside prior to this settlement.

Defendant contends that the members of the Class have been paid all monies that were due to them, maintains that it has at all times complied with the California Labor Code, and vigorously denies any wrongdoing alleged by Plaintiff.

The Court has not ruled on whether Plaintiff’s allegations have any merit. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Settlement Approval Hearing. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendant have negotiated a settlement whereby Defendant has agreed to pay \$300,254.26 to resolve the matter, and Class Members will receive a portion of this amount. This settlement is not an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who worked for Defendant in hourly positions that are not exempt from overtime pay in the State of California in Defendant’s Managed Services Support group at any time during the time period of November 30, 2013 to December 15, 2022 (the “Class Period”). Additionally, Aggrieved Employees (“PAGA Members”) are all Class Members who worked for Defendant in hourly positions that are not exempt from overtime pay in the State of California in Defendant’s Managed Services Support group at any time during the time period of November 30, 2016 to December 15, 2022 (the “PAGA Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Defendant will pay Three Hundred Thousand Two Hundred Fifty Four Dollars and Twenty Six Cents (\$300,254.26) to settle the claims of all Class Members.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay from the \$300,254.26: (1) Plaintiff’s counsel’s attorneys’ fees, up to \$71,666.67; (2) Plaintiff’s costs of litigation, up to \$23,900.00; (3) the expenses of administering the settlement, up to \$7,000; (4) an enhancement award of up to \$5,000.00 to Plaintiff; and (5) a payment of \$7,500.00 to the California Labor & Workforce Development Agency, representing 75% of the \$10,000 allocated to the settlement of Plaintiff’s claim for penalties under PAGA. The remainder of the \$300,254.26 will be divided and distributed to Class Members as individual settlement payments.

C. The amount to be distributed to Class Members will be divided among all Class Members. The amount of money you will receive as an individual settlement payment will be based on the total amount to be distributed to Class Members, after the amounts described in paragraph IV.B, above, are deducted, divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a “Weekly Settlement Value.” A “qualified week” is any week during the Class Period in which a Class Member was employed by Defendant in California in an hourly job position that is not exempt from overtime pay in Defendant’s Managed Services Support group. If you do not opt out of the settlement, you will receive a settlement payment in the amount of the total number of qualified weeks you worked for Defendant during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings. **Your estimated individual settlement payment for class claims is: \$INDIVIDUAL’S AMOUNT.**

D. The amount to be distributed to PAGA Members will be divided among all PAGA Members. PAGA Members will be paid a pro rata portion of the \$2,500.00 payment allocated to the PAGA Members' portion of the \$10,000.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA. The amount of an individual PAGA Member's PAGA payment will be based on the number of weeks worked by the PAGA Member for Defendant in California in an hourly job position in Defendant's Managed Services Support group at any time during the time period of November 30, 2016 to December 15, 2022 (the "PAGA Period"). The amount of an individual PAGA member's PAGA payment will be reported on a Form 1099. Because PAGA penalties can only be sought by or on behalf of the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval to the settlement. Even if you exclude yourself from the class action portion of the settlement, you will still receive your portion of the PAGA payment, will release the PAGA released claims, and will be barred from asserting any claim against Defendant and any of the Released Parties pursuant to PAGA based on the PAGA released claims. **Your estimated individual settlement payment for PAGA claims is: \$INDIVIDUAL'S AMOUNT.** PAGA released claims refers to the following: Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the Labor and Workforce Development Agency (the "LWDA").

E. If the Court approves the settlement agreement and you do not opt out of the class action portion of the settlement, then you will release Defendant; Plant Holdings, Inc.; AIRBUS U.S. Space & Defense, Inc. (formerly known as Airbus Defense and Space, Inc.); Airbus Group, Inc.; Airbus Americas, Inc.; Airbus SAS; Airbus SE; Motorola Solutions, Inc.; Vesta Solutions of Virginia, Inc.; and Vesta Solutions Communications Corp.; and any of their officers, directors, employees, and agents (collectively, the "Released Parties"), from the claims stated in the Complaint or the First Amended Complaint and those based solely upon the facts alleged in the Complaint or the First Amended Complaint that arose during the Class Period.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$300,254.26 settlement and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued, after which it will be voided. No Class Member is able to exclude himself or herself from the PAGA portion of the settlement; *or*

B. *You may exclude yourself from the class action portion of the settlement, in which case you will not receive your share of the class action portion of the settlement and you will not be bound by the class action settlement, except to the extent that this settlement seeks to resolve claims under the PAGA.* If you choose to be excluded from the class action portion of the settlement, by no later than [30 calendar days after mailing of this Notice], you must submit a written request for exclusion, by fax or by mail, to the Settlement Administrator, ____, located at <<fax#>> or <<address>>. In order to be considered valid, your request for exclusion *must* be timely submitted and in a written format that includes your name, your address, a request for exclusion from the settlement, and your signature. A form ("ELECTION NOT TO PARTICIPATE IN ('OPT OUT' FROM) CLASS ACTION SETTLEMENT") has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. Regardless of which method you use, to be considered timely, your written request for exclusion must be postmarked by no later than [30 calendar days after mailing of this Notice]. No Class Member is able to opt out of the PAGA portion of the settlement.

C. *You may object to the settlement.* The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

- A. The Settlement Administrator will calculate your share of the settlement and will issue you a check.
- B. Thirty-three percent (33%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (67%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.
- C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money. Each check not cashed on or before 180 days after issuance shall be cancelled and the funds shall be redistributed pro rata by the Settlement Administrator to those Class Members and PAGA Members who have cashed their checks. Each redistributed check not cashed for more than 180 days after issuance shall be paid to the California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to the Class Member and PAGA Member the check was re-issued to.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Settlement Approval Hearing will be held before the Court on _____, 2023, at _____ a.m., in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. In the discretion of the Court, any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court at the Final Settlement Approval Hearing, regardless of whether a written notice of objection is submitted.

You are not required to attend the hearing. Counsel for Plaintiff and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the settlement is fair, you can object and tell the Court that you don't agree with the settlement or some part of it. The Court will consider your views. To object, you should send a written request, which you sign, saying that you object to the settlement of *Marcello Ibarra v. Airbus DS Communications, Inc.*, Case No. RIC1722478. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your employee ID number with Defendant, your address, the specific reasons you object to the terms of the settlement, and your signature. A form ("NOTICE OF OBJECTION FORM") has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. Mail or fax the objection to the address or fax number listed below for the Settlement Administrator, postmarked or faxed on or before [30 calendar days after mailing of this Notice].

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Action and the basic terms of the Settlement. More details regarding the Settlement and its terms are in the Settlement Agreement itself. The Settlement Agreement (attached as Exhibit 1 to the Declaration of David Spivak in support of Plaintiff's Fourth Motion for Preliminary Approval of the Class Action

Settlement filed on _____) and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Riverside County Superior Court located at 4050 Main St., Riverside, California 92501. On-site public access information terminals are available for researching cases at the Court. You may also access the Agreement online at: [http://www.public-access.riverside.courts.ca.gov/Open Access/](http://www.public-access.riverside.courts.ca.gov/OpenAccess/). The Settlement Administrator has posted the Settlement Agreement at www._____.com.

Information about the case may also be obtained by contacting the attorneys or Settlement Administrator using the contact information provided below.

If you have any questions, you can contact the Settlement Administrator at <<address>>, <<telephone>>, or <<fax>>, or any of Class Counsel (see below for phone numbers.)

<u>ATTORNEYS REPRESENTING THE CLASS</u>	<u>ATTORNEYS REPRESENTING DEFENDANT</u>
<p>The Spivak Law Firm David G. Spivak 8605 Santa Monica Blvd. PMB 42554 West Hollywood, CA 90069 Tel: (213) 725-9094 Fax: (213) 634-2485 david@spivaklaw.com</p> <p>United Employees Law Group Walter Haines 4276 Katella Ave., #301 Los Alamitos, CA 90720 Tel: (562) 256-1047 Fax: (562) 256-1006 whaines@uelglaw.com</p>	<p>Ogletree, Deakins, Nash, Smoak & Stewart, P.C. Jack S. Sholkoff 400 South Hope Street, Suite 1200 Los Angeles, California 90071 Tel: (213) 239-9800; Fax: (213) 239-9045 jack.sholkoff@ogletree.com</p>

PLEASE DO NOT CALL THE COURT, DEFENDANT, DEFENDANT'S CORPORATE OFFICE AND MANAGERS, OR DEFENDANT'S ATTORNEYS REGARDING THIS SETTLEMENT.

EXHIBIT 2

ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS

ACTION SETTLEMENT

Superior Court of the State of California, County of Riverside

Marcello Ibarra v. Airbus DS Communications, Inc.

Case No. RIC1722478

DO NOT SIGN OR SUBMIT THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT.

**THIS DOCUMENT MUST BE FAXED OR POSTMARKED NO LATER THAN _____, 2023.
IT MUST BE SENT VIA FAX OR REGULAR U.S. MAIL.**

PLEASE FAX OR MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

**MARCELLO IBARRA V. AIRBUS DS COMMUNICATIONS, INC. SETTLEMENT
ADMINISTRATOR, C/O [SETTLEMENT ADMINISTRATOR], at [ADMINISTRATOR
ADDRESS][ADMINISTRATOR FAX #]**

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION PORTION OF THE SETTLEMENT REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS OF PLAINTIFFS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT AND ANY CLAIMS I HAVE WILL NOT BE RELEASED. I FURTHER UNDERSTAND THAT BY EXCLUDING MYSELF FROM THE CLASS ACTION PORTION OF THE SETTLEMENT, I DO NOT HAVE THE RIGHT TO EXCLUDE, AND AM NOT EXCLUDING, MYSELF FROM THE PORTION OF THE SETTLEMENT RELEASING CLAIMS FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA").

I confirm that I am and/or was employed by Vesta Solutions, Inc., formerly known as Airbus DS Communications, Inc. ("Defendant"), and that I work or have worked for Defendant in an hourly position that is not exempt from overtime pay ("non-exempt") in the State of California in Defendant's Managed Services Support group during any part of the period from November 30, 2013 to December 15, 2022. I confirm that I have received and reviewed the Notice of Class and Representative Action Settlement in this action. I understand that PAGA penalties will only be distributed among the PAGA Members (the aggrieved employees) whether or not they opt out of the proposed settlement. I have decided to be excluded from the class, and I have decided **not** to participate in the class action portion of the proposed settlement. I understand that my exclusion from class settlement will not result in exclusion from any PAGA settlement.

Dated: _____

(Signature)

(Last 4 Digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

EXHIBIT 3

NOTICE OF OBJECTION FORM
Superior Court of the State of California, County of Riverside
Marcello Ibarra v. Airbus DS Communications, Inc.
Case No. RIC1722478

**THIS FORM IS TO BE USED ONLY IF YOU OBJECT TO THE TERMS
OF THE SETTLEMENT.**

IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN
ITS ENTIRETY, AND YOU MUST FAX OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT
ADMINISTRATOR SO THAT IT IS POST MARKED ON OR BEFORE <<OBJECTION DEADLINE>>, TO:

[SETTLEMENT ADMINISTRATOR]

Settlement Administrator for *Marcello Ibarra v. Airbus DS Communications, Inc.* Class and Representative Action
Settlement

<<ADDRESS>>
<<CITY, STATE ZIP>>
<<FAX #>>

**IF YOU DO NOT WANT TO OBJECT TO THE SETTLEMENT, DO NOT
SUBMIT THIS FORM.**

A. PLEASE STATE YOUR IDENTIFYING INFORMATION:

Name: _____
Address Line 1: _____
Address Line 2: _____
Telephone Number: _____
Last 4 Digits of Your Social Security Number: _____

B. LEGAL AND FACTUAL ARGUMENTS SUPPORTING THE OBJECTION:

The Court will consider your objection at the Final Settlement Approval Hearing if you submit a timely and valid written statement of objection. Any objection must describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I understand that my objection to the settlement will not result in my exclusion from it.

I OBJECT to the *Marcello Ibarra v. Airbus DS Communications, Inc.* Settlement on the following grounds (Please describe the nature and basis of your objection. If additional space is necessary, please include additional sheets of paper):

Dated

Signature