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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DANIELA CARDENAS BOJORQUEZ, an
individual, on behalf of herself, and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

SAFRAN ELECTRONICS & DEFENSE
AVIONICS USA, LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01380435-CU-OE-CXC

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Judge: Hon. Melissa R. McCormick
Dept: CX105

Date Filed: February 21, 2024

1 This matter came before the Honorable Melissa R. McCormick of the Superior Court of
2 the State of California, in and for the County of Orange, on September 3, 2026, for hearing on the
3 motion by Plaintiff Daniela Cardenas Bojorquez ("Plaintiff") for preliminary approval of the Class
4 Action and PAGA Settlement Agreement with Defendant Safran Electronics & Defense Avionics
5 USA, LLC ("Defendant"). The Court, having considered all papers filed in support of the motion,
6 as well as the Class and PAGA Settlement Agreement attached hereto as Exhibit #1, and the
7 Amendment to the Class Action and PAGA Settlement Agreement attached hereto as Exhibit #2
8 (the settlement agreement and the amendment are together herein, the "Agreement," the
9 "Settlement," or the "Settlement Agreement"), grants the motion as follows:

10 1. The Court preliminarily finds the Settlement to be fair, adequate, and reasonable,
11 and in the best interest of the class members. This Order incorporates by reference the definitions
12 in the Agreement, and all terms defined therein shall have the same meaning in this Order as set
13 forth in the Agreement.

14 2. The Gross Settlement Amount is Three Hundred Seventy-Five Thousand Dollars
15 (\$375,000). The court preliminarily approves the following deductions from the Gross Settlement
16 Amount: (1) Class Counsel Fees not to exceed \$112,500; (2) Class Counsel Litigation Expenses
17 not to exceed \$30,000; (3) Settlement Administration Expenses not to exceed \$3,250; (4) an
18 enhancement award to Plaintiff not to exceed \$2,500; and (5) total PAGA Penalties of \$7,500 to
19 be allocated 75% (\$5,625) to the California Labor and Workforce Development Agency
20 ("LWDA") and 25% (\$1,875) to the Aggrieved Employees.

21 3. The Court preliminarily finds that the Settlement appears to be within the range of
22 reasonableness of a settlement that could ultimately be given final approval by this Court.

23 4. The Court orders the Parties, their counsel and the Administrator to carry out their
24 duties and obligations in accordance with terms of the Agreement.

25 5. For settlement purposes only, the Court preliminarily certifies the Class which
26 consists of "all individuals who are or were employed by Defendant in California and classified as
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1 a non-exempt or hourly employee at any time during the Class Period.” The “Class Period” is
2 February 21, 2020 through November 30, 2024.

3 6. The Court preliminarily concludes that, for settlement purposes only, the Class
4 meets the requirements for certification under section 382 of the California Code of Civil
5 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the
6 Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
7 defined community of interest amongst the members of the Class with respect to the subject matter
8 of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the
9 Class; (d) the Plaintiff will fairly and adequately protect the interests of the members of the Class;
10 (e) a class action is superior to other available methods for the efficient adjudication of this
11 controversy; and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an
12 adequate representative of the Class.

13 7. The Court preliminarily appoints Plaintiff as the representative of the Class. The
14 Court preliminarily appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
15 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
16 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

17 8. “Aggrieved Employees” are all individuals who are or were employed by
18 Defendant in California and classified as a non-exempt or hourly employee at any time during the
19 PAGA Period (May 5, 2023 through November 30, 2024).

20 9. The Court hereby approves, as to form and content, the Class Notice and its
21 attached forms, attached hereto as Exhibit #3 in English and Spanish. The Court finds that the
22 Class Notice appears to fully and accurately inform the Class of all material elements of the
23 proposed Settlement, of the Class Members’ right to be excluded from the Class by submitting a
24 written opt-out request, and of each member’s right and opportunity to object to the Settlement.
25 The Court further finds that the distribution of the Class Notice substantially in the manner and
26 form set forth in the Agreement and this Order meets the requirements of due process, is the best
27 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
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1 persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail
2 pursuant to the terms set forth in the Agreement.

3 10. The Court hereby preliminarily appoints Apex Class Action LLC as the
4 Administrator. The Administrator is ordered to administer the Settlement in accordance with the
5 terms of the Agreement.

6 11. A final approval hearing shall be held before this Court on February 25, 2027 at
7 2:00 p.m. in Department CX105 at the Civil Complex Court of the Orange County Superior Court
8 to hear the motion for final approval and for attorneys' fees and costs, and to determine all
9 necessary matters concerning the Settlement. All papers in support of the motion for final
10 approval shall be filed with the Court and served on all counsel no later than sixteen (16) court
11 days before the hearing.

12 12. The Court may continue the date of the final approval hearing and all dates
13 provided for in the Agreement without further notice to Class Members.

14 13. Pursuant to California Code of Civil Procedure section 664.6, the Court retains
15 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
16 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
17 arising from or in connection with the distribution of settlement benefits.

18 **IT IS SO ORDERED.**

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22 Dated: September 14, 2026



MELISSA R. McCORMICK
JUDGE OF THE SUPERIOR COURT

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EXHIBIT #1

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4 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

5 Subject to final approval by the Court, this Class Action and PAGA Settlement Agreement
6 ("Agreement") is made by and between plaintiff Daniela Cardenas Bojorquez ("Plaintiff"), on
7 behalf of herself, other similarly situated putative class members and other aggrieved employees,
8 on the one hand, and defendant Safran Electronics & Avionics USA, LLC ("Defendant") on the
9 other hand. The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or
10 individually as "Party."

11 **1. DEFINITIONS**

12 In addition to other terms defined in this Agreement, the terms below have the following
13 meaning in this Agreement:

- 14 1.1. "Action" collectively means the Plaintiff's lawsuits and claims alleging wage and hour
15 violations and associated penalties against Defendant and includes: (1) the Class Action
16 complaint entitled *Dantela Cardenas Bojorquez v. Safran Electronics & Defense Avionics USA, LLC*, Case No. 30-24-01380435-CU-OE-CXC, initiated on February 21
17 2024 and any amendments to that complaint (including the Operative Complaint defined
18 below) pending in the Superior Court of the State of California, County of Orange (the
19 "Class Action"); (2) Plaintiff's Representative Complaint entitled *Daniela Cardenas*
20 *Bojorquez v. Safran Electronics & Defense Avionics USA, LLC*, Case No. 30-24-
21 01412107-CU-OE-CXC, initiated on July 8, 2024 and pending in the Superior Court of
22 the State of California, County of Orange (the "PAGA Action"); and (3) the written
23 notice to the Labor and Workforce Development Agency ("LWDA") sent to Defendant
24 on January 19, 2024 pursuant to Labor Code section 2699.3 of the specific provisions of
25 the California Labor Code alleged to have been violated by Defendant, LWDA-CM-
26 1006078-24 (the "PAGA Notice").
- 27 1.2. "Administrator" means Apex Class Action LLC, the neutral entity the Parties have
28 agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid
from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
accordance with the Administrator's "not to exceed" bid submitted to the Court in
connection with Preliminary Approval.
- 1.4. "Aggrieved Employees" means all individuals who are or were employed by Defendant
in California and classified as a non-exempt or hourly employee at any time during the
PAGA Period.
- 1.5. "Class" means all individuals who are or were employed by Defendant in California and
classified as a non-exempt or hourly employee at any time during the Class Period.
- 1.6. "Class Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G.
Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

- 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- 1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and the information necessary to determine the estimated settlement allocation to each Class Member and/or Aggrieved Employee, including the number of Workweeks worked by each Class Member and the total number of PAGA Pay Periods worked by each Aggrieved Employee within the relevant times.
- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. "Class Period" means the period of time from February 21, 2020 through November 30, 2024.
- 1.14. "Class Representative" means the named Plaintiff in the Class Action and PAGA Action seeking Court approval to serve as a Class Representative.
- 1.15. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action,

performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.

1.16. "Court" means the Superior Court of California, County of Orange.

1.17. "Defendant" means Safran Electronics & Defense Avionics USA, LLC.

1.18. "Defense Counsel" means Christine Baran of Fisher Phillips LLP.

1.19. "Effective Date" means the date when all of the following events have occurred: (1) the Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. "Gross Settlement Amount" means Three Hundred Seventy-Five Thousand Dollars (\$375,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount also excludes Plaintiff's separate confidential individual settlement, which will be separately funded by Defendant.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period of time from May 5, 2023 through November 30, 2024.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.33. "PAGA Notice" means the Plaintiff's January 19, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), LWDA-CM-1006078-24.
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,875) and the 75% to LWDA (\$5,625) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.36. "Plaintiff" means Daniela Cardena Bojorquez, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. "Released Class Claims" all claims, rights, demands, damages, liabilities and causes of action, in law or in equity, arising at any time during the Class Period for claims based on the factual allegations and statutes asserted or that could have been asserted in the Action. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

1.39. "Released PAGA Claims" all claims for PAGA penalties, which occurred during the PAGA Period based on the factual allegations and statutes asserted or that could have been asserted in the Action. The Released PAGA Claims include a release from the State of California (to the extent Plaintiffs are permitted to provide such a release for the State of California for the PAGA Period). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, discrimination, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

1.40. "Released Parties" means: Defendant and its past, present, and future parent company, predecessors, successors, officers, directors, employees and agents.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

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4 **2. RECITALS**

5 **The Class Action**

6 2.1. On February 21, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Orange (the "Class Action"). Plaintiff's Class Action complaint asserted claims that Defendant:

- 7 (a) Violated California Business and Professions Code § 17200 et seq.;
- 8 (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- 9 (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- 10 (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- 11 (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; .
- 12 (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- 13 (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- 14 (h) Failed to pay sick pay wage in violation of California Labor Code § 201-203, 233 and 246;
- 15 (i) Discriminated and retaliated in violation of FEHA; and
- 16 (j) Wrongfully termination in violation of public policy.¹

17 **The PAGA Action**

18 2.2. On July 8 2024, Plaintiff filed a separate Representative Action Complaint against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating) and the applicable Wage Order(s).

19 **Pleading Amendment**

20 2.3. As part of this Agreement, the Parties stipulated to the filing of a First Amended Class and Representative Action Complaint in the Class Action that adds all claims and parties originally filed in the PAGA Action. The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"), which was filed on January 16, 2025.

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23 ¹ Plaintiff's causes of action for discriminating, retaliation, and wrongful termination were brought by Plaintiff individually, whereas the remaining causes of action were brought on a class wide basis.

2.4. Defendant denies the allegations in the Action and/or Operative Complaint, denies any failure to comply with the laws identified in the Action and/or Operative Complaint, and denies any and all liability for the causes of action alleged.

Mediation and Settlement

2.5. On August 26, 2023, the Parties participated in an all-day mediation presided over by Tagore Subramanian, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become Effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Three Hundred Seventy-Five Thousand Dollars (\$375,000) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount also excludes Plaintiff's separate confidential individual settlement, which will be separately funded by Defendant.

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4 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this
5 Agreement, the Administrator will make the following payments out of the Gross
6 Settlement Amount, in the amounts specified by the Court in the Final Approval.

7 (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not
8 more than \$10,000 (in addition to any Individual Class Payment, any Individual
9 PAGA Payment the Class Representative is entitled to receive as a Participating Class
10 Member, and any individual settlement payment that is being memorialized in a
11 separate confidential individual settlement agreement). Defendant will not oppose
12 Plaintiff's request for a Class Representative Service Payment that does not exceed
13 this amount. As part of the motion for Class Counsel Fees Payment and Class
14 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
15 Representative Service Payments no later than 16 court days prior to the Final
16 Approval Hearing. If the Court approves a Class Representative Service Payment less
17 than the amount requested, the Administrator will retain the remainder in the Net
18 Settlement Amount for distribution to Participating Class Members. The
19 Administrator will pay the Class Representative Service Payment using IRS Form
20 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on
21 the Class Representative Service Payment.

22 (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of
23 the Gross Settlement Amount, which is currently estimated to be \$125,000, and a
24 Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will
25 not oppose requests for these payments provided that do not exceed these amounts.
26 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and
27 Class Litigation Expenses Payment no later than 16 court days prior to the Final
28 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
Counsel Litigation Expenses Payment less than the amounts requested, the
Administrator will retain the remainder to the Net Settlement Amount for distribution
to Participating Class Members. Released Parties shall have no liability to Class
Counsel or any other Plaintiff's Counsel arising from any claim to any portion of Class
Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
Payment using one or more IRS 1099 Forms. Class Counsel assumes full
responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
indemnifies Defendant, from any dispute or controversy regarding any division or
sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed \$4,000
except for a showing of good cause and as approved by the Court. To the extent the
Administration Expenses Payment is less, or the Court approves payment less than
\$4,000, the Administrator will retain the remainder in the Net Settlement Amount for
distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$7,500
to be paid from the Gross Settlement Amount, with 75% (\$5,625) allocated to the

LWDA PAGA Payment and 25% (\$1,875) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,875) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant represents that the Class consists of 80 Class Members who collectively worked a total of 12,813 Workweeks during the Class Period, and 54 Aggrieved Employees who worked a total of 3,125 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data

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4 to Administrator employees who need access to the Class Data to effect and perform under
5 this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if
6 it discovers that the Class Data omitted Class Member identifying information and to
7 provide corrected or updated Class Data as soon as reasonably feasible. The Parties and
8 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
9 resolve any issues related to missing or omitted Class Data.

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11 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross
12 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share
13 of payroll taxes as calculated by the Administrator by transmitting the funds to the
14 Administrator no later than 14 days after the Effective Date.

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16 **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

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18 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator
19 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the
20 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
22 Service Payment.

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24 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual
25 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
26 prepaid. The face of each check shall prominently state the "void date", which is 180 days
27 after the date of mailing, when the check will be voided. The Administrator will cancel
28 all checks not cashed by the void date. The Administrator will send checks for Individual
Class Payments to all Participating Class Members (including those for whom Class
Notice was returned undelivered). The Administrator will send checks for Individual
PAGA Payments to all Aggrieved Employees including Non-Participating Class
Members who qualify as Aggrieved Employees (including those for whom Class Notice
was returned undelivered). The Administrator may send Participating Class Members a
single check combining the Individual Class Payment and the Individual PAGA Payment.
Before mailing any checks, the Administrator must update the recipients' mailing
addresses using the National Change of Address Database. If a Participating Class
Member's or Aggrieved Employee's check is not cashed within 120 days after its last
mailing to the affected individual, the Administrator will also send the individual a notice
informing him or her that unless the check is cashed by the void date, it will expire and
become non-negotiable and offer to replace the check if it was lost or misplaced but not
cashed.

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30 5.3. The Administrator must conduct a Class Member Address Search for all other Class
31 Members whose checks are returned undelivered without a USPS forwarding address.
32 Within 7 days of receiving a returned check the Administrator must re-mail checks to the
33 USPS forwarding address provided or to an address ascertained through the Class
34 Member Address Search. The Administrator need not take further steps to deliver checks
35 to Class Members whose re-mailed checks are returned as undelivered. The Administrator
36 shall promptly send a replacement check to any Class Member whose original check was
37 lost or misplaced, requested by the Class Member prior to the void date.

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4 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA
5 Payment check is uncashed and cancelled after the void date, the Administrator shall
6 transmit the funds represented by such checks to the California Controller's Unclaimed
7 Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
8 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

9 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not
10 obligate Defendant to confer any additional benefits or make any additional payments to
11 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
12 Agreement.

13 6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross
14 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
15 Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees
16 and the LWDA will release claims against all Released Parties as follows:

17 6.1. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses,
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
19 release and discharge Released Parties from the Released Class Claims and Released
20 PAGA Claims ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims
21 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
22 benefits, disability benefits, social security benefits, or workers' compensation benefits
23 that arose at any time, or based on occurrences outside the Class Period. Plaintiff
24 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
25 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
26 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
27 different or additional facts or Plaintiff's discovery of them. Also expressly excluded from
28 Plaintiff's Release are any of Plaintiff individual non-wage and hour claims that are
subject to a separate confidential settlement agreement (see below).

(a) **Plaintiff's Waiver of Rights Under Civil Code Section 1542.** For purposes of
Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

(b) **Plaintiff's Other Claims.** Plaintiff represents that she has additional individual, non-
wage and hour claims against Defendant that are not being waived in this Agreement.
Plaintiff is separately settling these individual claims. In addition to the Gross
Settlement Amount, Plaintiff will also separately be paid for resolution of her
individual claims as set forth in her separate confidential individual settlement
agreement. This individual settlement to be paid to Plaintiff is in addition to the Gross
Settlement Amount and will be memorialized in a confidential individual settlement
agreement that will be separate from this Agreement. If the Court requires the Parties
to submit the terms of the individual settlement agreement to obtain approval of this

Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than

30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, if possible. The Parties retain the right, in the exercise of their sole respective discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to the basic Settlement terms. Basic Settlement Terms include: (a) the amount of the Gross Settlement Amount; (b) the time period of the Released Class Claims; (c) the covered Class or PAGA Period; (d) the Escalator Clause; and/or (e) the Parties respective Option to Revoke Settlement as set forth herein.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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4 **8.4. Notice to Class Members.**

- 5 (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 6 (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
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10 (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
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13 (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
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16 (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

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20 **8.5. Requests for Exclusion (Opt-Outs).**

- 21 (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class
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Member's name, address and email address or telephone number and signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

(b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void. Nothing in this Settlement will constitute or be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely submits a Request for Exclusion or is a Non Participating Class Member.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges. The Parties shall file with the Court all disputes submitted by Class Members,

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4 the evidence submitted, and the resolution of the dispute(s), appropriately redacted to
5 remove personal identifying information. Although the Administrator shall make the
6 initial decision regarding claim disputes, the Court may review any decision(s) made by
7 the Administrator regarding a claim dispute.

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8.7. Objections to Settlement.

(a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). If a Class Member objects to the Settlement, the Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, the Class Member will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid

Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

(c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

(d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

(e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Defendant's best estimate for the number of workweeks at issue for the Settlement class for the period of February 21, 2020 to the date of mediation (August 26, 2024) was approximately 12,373 work weeks for approximately 80 Class Members. In the event the number of Workweeks during

the Class Period (February 21, 2020 through November 30, 2024) is more than 10%, i.e. more than 13,610 Workweeks worked, then Defendant shall have the option of either: (a) increasing the Gross Settlement Amount proportionally by the Workweeks in excess of the 10%. For example, if the number of Workweeks increase by 11 % through the Class Period, under this option the Gross Settlement Amount shall increase by 1%; or (b) cap the Class Period as of the date the number of Workweeks reaches but does not exceed 10%.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the verified workweeks, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days prior to the date of the Final Approval Hearing. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MATERIAL CHANGES OF BASIC SETTLEMENT TERMS. The Parties retain the right, in the exercise of their sole respective discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to the basic Settlement terms. Basic Settlement Terms include: (a) the amount of the Gross Settlement Amount; (b) the time period of the Released Class Claims; (c) the covered Class or PAGA Period; (d) the Escalator Clause; and/or (e) the Parties respective Option to Revoke Settlement as set forth herein.

12. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

12.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

12.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, changes to the Basic Settlement Terms), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval, if possible. Nothing in this provision waives any party's rights to terminate the settlement as set forth in Paragraphs 10 or 11 above. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration

Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

12.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

12.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the Basic Settlement Terms), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

13. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

14. ADDITIONAL PROVISIONS

14.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Defendant generally and specifically denies any and all liability or wrongdoing with any of the claims alleged in the Action or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any

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4 other unlawful conduct with respect to its employees. Defendant further makes no
5 concessions or admissions of liability of any sort, makes no concessions or admissions
6 that any Class Member is or was employed by Defendant, and contends that for any
7 purpose other than settlement, the Action is not appropriate for class or representative
8 treatment. Defendant asserts several defenses to the claims and has denied any
9 wrongdoing or liability arising out of any of the alleged facts or conduct in the Action.
10 The monies being paid as part of the settlement are genuinely disputed, and the Parties
11 agree the provisions of Labor Code section 206.5 are not applicable to this Settlement.
12 Neither this Agreement, nor any document referred to or contemplated herein, nor any
13 action taken to carry out this Agreement, is or may be construed as, or may be used as an
14 admission, concession, or indication by or against Defendant or any of the Released
15 Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be
16 construed as an admission that Plaintiffs can serve as adequate Class Representatives.
17 There has been no final determination by any court as to the merits of the claims asserted
18 or as to whether a class or classes should be certified, other than for settlement purposes
19 only. Except as necessary in a proceeding to enforce the terms of this Settlement, this
20 Agreement and its terms and provisions shall not be offered or received as evidence in
21 any action or proceeding to establish any liability or admission on the part of Defendant
22 or to establish the existence of any condition constituting a violation of, or a non-
23 compliance with, federal, state, local or other applicable law. Nor shall anything in this
24 Agreement be construed or deemed an admission that the Action was properly brought as
25 a class action pursuant to California Code of Civil Procedure section 382 and under
26 California Business and Professions Code section 17200 and/or that the Action was
27 properly brought as Private Attorney General Actions under PAGA. Finally, nothing in
28 this Agreement or in the Preliminary Approval or Order Granting Final Approval shall be
deemed a waiver of Defendant's right to enforce the arbitration agreements of Class
Members or Aggrieved Employees in the future. The Parties agree that class certification
and representative treatment is for purposes of this Settlement only. If, for any reason the
Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this
Agreement, Defendant reserves the right to contest certification of any class for any
reasons, and Defendant reserves all available defenses to the claims in the Action, and
Plaintiff reserves the right to move for class certification on any grounds available and to
contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
settle the Action will have no bearing on, and will not be admissible in connection with,
any litigation (except for proceedings to enforce or effectuate the Settlement and this
Agreement).

19 14.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
20 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
21 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
22 or cause or permit another person to disclose, disseminate or publicize, any of the terms
23 of the Agreement directly or indirectly, specifically or generally, to any person,
24 corporation, association, government agency, or other entity except: (1) to the Parties'
25 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
26 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income
27 to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
28 response to an inquiry or subpoena issued by a state or federal government agency. Each

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4 Party agrees to immediately notify each other Party of any judicial or agency order,
5 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
6 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation
7 or other communication, before the filing of the Motion for Preliminary Approval, any
8 with third party regarding this Agreement or the matters giving rise to this Agreement
9 except to respond only that "the matter was resolved," or words to that effect. This
10 paragraph does not restrict Class Counsel's communications with Class Members in
11 accordance with Class Counsel's ethical obligations owed to Class Members.

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13 14.3. No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees have not and will not solicit any Class Member to opt out of or object to the
15 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
16 restrict Class Counsel's ability to communicate with Class Members in accordance with
17 Class Counsel's ethical obligations owed to Class Members.

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19 14.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties
21 relating to the Settlement, superseding any and all oral representations, warranties,
22 covenants, or inducements made to or by any Party. Nothing in this Agreement or
23 provision or in the Preliminary Approval or Order Granting Final Approval shall be
24 deemed a waiver of Defendant's right to enforce the arbitration agreements of Class
25 Members or Aggrieved Employees.

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27 14.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
appropriate action required or permitted to be taken by such Parties pursuant to this
Agreement to effectuate its terms, and to execute any other documents reasonably
required to effectuate the terms of this Agreement including any amendments to this
Agreement.

14.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
best efforts, in good faith, to implement the Settlement by, among other things, modifying
the Settlement Agreement, submitting supplemental evidence and supplementing points
and authorities as requested by the Court. In the event the Parties are unable to agree upon
the form or content of any document necessary to implement the Settlement, or on any
modification of the Agreement that may become necessary to implement the Settlement,
the Parties will seek the assistance of first the mediator and then the Court for resolution.

14.7. Prior Assignments. The Parties separately represent and warrant that they have not
directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
or encumber to any person or entity and portion of any liability, claim, demand, action,
cause of action, or right released and discharged by the Party in this Settlement.

14.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
providing any advice regarding taxes or taxability, nor shall anything in this Settlement
be relied upon as such within the meaning of United States Treasury Department Circular
230 (31 CFR Part 10, as amended) or otherwise.

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4 14.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
modified, changed, or waived only by an express written instrument signed by all Parties
or their representatives, and approved by the Court.

5 14.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
6 the benefit of, the successors of each of the Parties.

7 14.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
governed by and interpreted according to the internal laws of the state of California,
without regard to conflict of law principles.

8 14.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
9 of this Agreement. This Agreement will not be construed against any Party on the basis
that the Party was the drafter or participated in the drafting.

10 14.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
entered during Action and in this Agreement relating to the confidentiality of information
shall survive the execution of this Agreement.

11 14.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
12 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
Counsel by Defendant in connection with the mediation, other settlement negotiations, or
13 in connection with the Settlement, may be used only with respect to this Settlement, and
no other purpose, and may not be used in any way that violates any existing contractual
14 agreement, statute, or rule of court. Not later than 90 days after the date when the Court
discharges the Administrator's obligation to provide a Declaration confirming the final
15 pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions
of Class Data received from Defendant.

16 14.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
inserted for convenience of reference only and does not constitute a part of this
Agreement.

17 14.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
18 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
a weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.

19 14.17. Notice. All notices, demands or other communications between the Parties in
20 connection with this Agreement will be in writing and deemed to have been duly given
as of the third business day after mailing by United States mail, or the day sent by email
or messenger, addressed as follows:

21 *To Plaintiff and the Class:*

22 Norman B. Blumenthal
23 Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Christine Baran
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Tel.: (949) 851-2424
Fax: (949) 851-0152
E-Mail: cbaran@fisherphillips.com

14.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

14.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of not less than one (1) year starting from the date of the signing of this agreement by all Parties until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

14.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

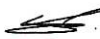
15. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 01/20/2025

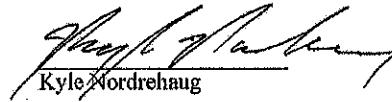

Daniela Cardenas (Jan 20, 2025 22:57 PST)
Plaintiff Daniela Cardenas Bojorquez

Dated: 01/22/2025


Ben Guerder [name]
For Defendant Safran Electronics & Defense Avionics USA, LLC

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Dated: 1/22/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 1/22/25



Christine Baran

Christine Baran
Fisher & Phillips LLP
Attorney for Defendant

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EXHIBIT #2

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DANIELA CARDENAS BOJORQUEZ, an
individual, on behalf of herself, and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

SAFRAN ELECTRONICS & DEFENSE
AVIONICS USA, LLC, a Limited Liability
Company, and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01380435-CU-OE-CXC

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Hearing Date: September 3, 2026
Hearing Time: 2:00 p.m.

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: February 21, 2024
Trial Date: Not Set

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Daniela
Cardenas Bojorquez ("Plaintiff") and Defendant Safran Electronics & Defense Avionics USA,
LLC ("Defendant") (collectively "the Parties"), to amend and modify the Class Action and PAGA
Settlement Agreement (the "Agreement") and the exhibits thereto, filed on August 27, 2025 as
Exhibit 1 to the Declaration of Kyle Nordrehaug [ROA #78], with this Amendment to the Class

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1 Action and PAGA Settlement Agreement ("Amendment").

2 WHEREAS, on December 11, 2025, the Court ruled on the motion for preliminary
3 approval of the class and PAGA settlement and the Agreement and ordered the Parties to make
4 certain revisions to the Agreement, the Class Notice, and the Proposed Preliminary Approval
5 Order;

6 WHEREAS, paragraphs 14.5 and 14.9 of the Agreement provides for the Parties'
7 representatives to modify the Agreement in writing and to execute documents required to
8 effectuate the terms of this Agreement including any amendments to the Agreement;

9 WHEREAS, the Parties agree to modify the "Class Notice Packet" definition in the
10 Agreement at paragraph 1.12 to include an Objection form, the form of which is attached hereto as
11 Exhibit A

12 WHEREAS, the Parties agree to modify the "Class Representative Service Payment"
13 definition in the Agreement at paragraph 1.15 to make the revisions ordered by the Court such that
14 paragraph 1.15 shall read as follows:

15 1.15 "Class Representative Service Payment" means the service payment made to the
16 Plaintiff as Class Representative in order to compensate for initiating the Action,
17 performing work in support of the Action, and undertaking the risk of liability for
18 Defendant's expenses.

19 WHEREAS, the Parties agree to modify the "Released Class Claims" definition in the
20 Agreement at paragraph 1.38 to make the revisions ordered by the Court such that paragraph 1.38
21 shall read as follows:

22 1.38. "Released Class Claims" means all claims arising at any time during the Class
23 Period that were or reasonably could have been asserted in the Action based on the facts
24 alleged in the Operative Complaint. Except as expressly set forth in this Agreement,
25 Participating Class Members do not release any other claims, including claims for vested
26 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
27 unemployment insurance, disability, social security, workers' compensation, or Class claims
28 based on facts occurring outside the Class Period.

WHEREAS, the Parties agree to modify the "Released PAGA Claims" definition in the
Agreement at paragraph 1.39 to make the revisions ordered by the Court such that paragraph 1.39
shall read as follows:

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1.39. "Released PAGA Claims" means all claims arising at any time during the PAGA Period for civil penalties available under PAGA based on the facts alleged in the Operative Complaint and PAGA Notice. The Released PAGA Claims include a release from the State of California (to the extent Plaintiffs are permitted to provide such a release for the State of California for the PAGA Period). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, discrimination, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

WHEREAS, the Parties agree to modify the "Response Deadline" definition in the Agreement at paragraph 1.42 to make the revisions ordered by the Court such that paragraph 1.42 shall read as follows:

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, (b) submit disputes as to Workweeks and/or PAGA Pay Periods, or (c) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

WHEREAS, the Parties agree to modify the "Administration Expenses Payment" in the Agreement at paragraph 3.2(c) to provide that the Administration Expenses Payment shall not exceed \$3,250;

WHEREAS, the Parties agree to modify the "RELEASE OF CLAIMS" in the Agreement at paragraph 6.3 to delete the reference to "and the LWDA";

WHEREAS, the Parties agree to modify the "Release of PAGA Claims" in the Agreement at paragraph 6.3 to delete the sentences as ordered by the Court such that paragraph 6.3 shall read as follows:

6.3 Release of PAGA Claims. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

WHEREAS, the Parties agree to modify the "Challenges to Calculations of Pay Periods" in the Agreement at paragraph 8.6 to make the revisions ordered by the Court such that paragraph 8.6 shall read as follows:

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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1 8.6. Challenges to Calculation of Pay Periods. Each Class Member shall have until the
2 Response Deadline (plus an additional 14 days for Class Members whose Class
3 Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
4 Periods (if any) allocated to the Class Member in the Class Notice. The Class
5 Member may challenge the allocation by communicating with the Administrator
6 via fax, email or mail. The Administrator must encourage the challenging Class
7 Member to submit supporting documentation. In the absence of any contrary
8 documentation, the Administrator is entitled to presume that the Workweeks
9 contained in the Class Notice are correct so long as they are consistent with the
10 Class Data. The Administrator shall promptly provide copies of all challenges to
11 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class
12 Counsel and the Administrator's determination as to the challenges. The Parties
13 shall file with the Court all disputes submitted by Class Members, the evidence
14 submitted, and the resolution of the dispute(s), appropriately redacted to remove
15 personal identifying information. Although the Administrator shall make the initial
16 decision regarding claim disputes, the Court may review any decision(s) made by
17 the Administrator regarding a claim dispute.

18 WHEREAS, the Parties agree to modify the "Workweek and/or PAGA Pay Period
19 Challenges" in the Agreement at paragraph 8.8(c) to make the revisions ordered by the Court such
20 that paragraph 8.8(c) shall read as follows:

21 8.8. Pay Period and/or PAGA Pay Period Challenges. Although the Administrator shall
22 make the initial decision regarding challenges, the Court may review any
23 decision(s) made by the Administrator regarding a claim dispute.

24 WHEREAS, the Parties have agreed to modify the Class Notice attached to the Agreement
25 as Exhibit A to be consistent with the above amendments, and the revised Class Notice to be
26 approved by the Court is attached hereto as Exhibit A.

27 WHEREAS, the Parties have agreed to modify the Proposed Order Granting Motion for
28 Preliminary Approval attached to the Agreement as Exhibit B to be consistent with the above
amendments, and the revised Proposed Order Granting Motion for Preliminary Approval to be
approved by the Court is attached hereto as Exhibit B. As requested by the Court, the revised
Proposed Order also includes a paragraph regarding Court's continuing jurisdiction pursuant to
CCP § 664.6 and CRC 3.769(h) and information regarding proposed disbursements from Gross
Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and
PAGA penalties;

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1 WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and
2 Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments,
3 and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as
4 Exhibit C.

5 NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs
6 1.15, 1.38, 1.39, 1.42, 3.2(c), 6, 6.3, 8.6, and 8.8(c) as set forth above and to revise Exhibits A, B
7 and C to the forms attached hereto.

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9 Dated: August 18, 2026



Daniela Cardenas (Aug 18, 2026 13:34:49 PDT)

Plaintiff Daniela Cardenas Bojorquez

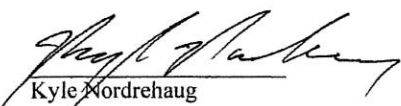
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11 Dated: August __, 2026

HEDOUIN Paul (SAFRAN  Digitally signed by HEDOUIN Paul
(SAFRAN ELECTRONICS & DEFENSE) Date: 2026.08.24 09:52:47 -07'00'

[name]

For Defendant Safran Electronics & Defense Avionics USA, LLC

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15 Dated: August 18, 2026


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

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19 Dated: August 24, 2026


Christine Baran

Fisher & Phillips LLP
Attorney for Defendant

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AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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EXHIBIT #3

EXHIBIT "A"

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Bojorquez v. Safran Electronics & Defense Avionics USA, LLC,
Superior Court of the State of California,
County of Orange, Case No. 30-2024-01380435-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Safran Electronics & Avionics USA, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff Daniela Cardenas Bojorquez ("Plaintiff") and seeks payment of (1) wages and other relief on behalf of all individuals who are or were employed by Defendant in California and classified as a non-exempt or hourly employee at any time during the Class Period (February 21, 2020 through November 30, 2024) ("Class Members"), and (2) penalties and other relief on behalf of all individuals who are or were employed by Defendant in California and classified as a non-exempt or hourly employee at any time during the PAGA Period (May 5, 2023 through November 30, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding), and your Individual PAGA Payment is estimated to <<be \$ _____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked << _____>> workweeks** during the Class Period and **you worked << _____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected

whether you act or do not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
The Opt-out Deadline is _____.	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa R. McCormick in Department CX105. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff was an employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. The Action also seeks civil penalties in a representative claim under the Private Attorneys General Act ("PAGA"). The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"), which was filed on January 16, 2025.

Defendant denies that it violated any laws or failed to pay any wages and further denies any liability whatsoever to Plaintiff, the Class, or Aggrieved Employees. Defendant contends it complied with all applicable laws.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or were employed by Defendant in California and classified as a non-exempt or hourly employee at any time during the Class Period (February 21, 2020 through November 30, 2024).

2. What does it mean that the action has settled?

The Court has made no determination whether Defendant or Plaintiff are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of **Three Hundred Seventy-Five Thousand Dollars (\$375,000)** (the "**Gross Settlement Amount**") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, Individual PAGA Payments, and civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The "Effective Date" means the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$3,250, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed \$112,500, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$2,500 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$7,500 relating to Plaintiff's claim under PAGA, \$5,625 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$1,875 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,875) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is May 5, 2023 through November 30, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each

Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. One hundred percent (100%) of the Individual PAGA Payments for Aggrieved Employees shall be allocated to penalties and not subject to wage withholdings. An IRS Form 1099 will issue for these Individual PAGA Payments. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member and each Aggrieved Employee are unique to him/her, and each Participating Class Member/Aggrieved Employee may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Participating Class Members/Aggrieved Employees assume full responsibility and liability for any taxes owed on any payments received.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

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3 Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the
4 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
5 Requests for Exclusion. The Administrator will also decide Class Member challenges over
6 Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary
7 to administer the Settlement. The Administrator's contact information is contained in Section 9 of
8 this Notice.

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21 **4. What Do I Release Under the Settlement?**

22 Released Class Claims. Effective on the date when Defendant fully funds the entire Gross
23 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
24 Individual Class Payments, all Participating Class Members, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
26 and assigns, release Released Parties from the Released Class Claims. The "Released Class
27 Claims" are all claims arising at any time during the Class Period that were or reasonably could
28 have been asserted in the Action based on the facts alleged in the Operative Complaint. Except
as expressly set forth in the Agreement, Participating Class Members do not release any other
claims, including claims for vested benefits, wrongful termination, violation of the Fair
Employment and Housing Act, unemployment insurance, disability, social security, workers'
compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you
cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other
Released Party about the Released Class Claims resolved by this Settlement. It also means that
all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross
Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of
themselves and their respective former and present representatives, agents, attorneys, heirs,
administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
The "Released PAGA Claims" are all claims arising at any time during the PAGA Period for
civil penalties available under PAGA based on the facts alleged in the Operative Complaint
and PAGA Notice. The Released PAGA Claims include a release from the State of California
(to the extent Plaintiffs are permitted to provide such a release for the State of California for
the PAGA Period). The Released PAGA Claims do not include other PAGA claims,
underlying wage and hour claims, claims for wrongful termination, violation of the Fair
Employment and Housing Act, unemployment insurance, discrimination, disability, social
security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and its past, present, and future parent
company, predecessors, successors, officers, directors, employees and agents.

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28 **5. How much will my payment be?**

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a)
dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating

Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (February 21, 2020 through November 30, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (May 5, 2023 through November 30, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A separate enclosed Dispute form for your use is included with this Class Notice.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Although the Administrator shall make the initial decision regarding claim disputes, the Court may review any decision(s) made by the Administrator regarding a claim dispute

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. The Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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3 **7. What if I don't want to be a part of the Settlement?**

4 If you do not wish to participate in the Settlement, you may exclude yourself from the Class
5 portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class**
6 **Payment from the Settlement, and you will not be bound by its terms, which means you**
7 **will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved
8 Employees who opt out will still be paid their Individual PAGA Payment and will remain bound
9 by the release of the Released PAGA Claims regardless of whether they submit a request for
10 exclusion and even if they do not cash their check. The PAGA Penalties amount is \$7,500, of
11 which \$1,875 will be distributed to the Aggrieved Employees to be allocated based on their
12 respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section
13 5 above.

14 To opt out, you must submit to the Administrator a written, signed and dated request to opt-out
15 postmarked no later than the Response Deadline which is _____. You may also fax
16 your request to opt out to _____ or email the dispute to _____
17 by no later than the Response Deadline. A Request for Exclusion form is included with this
18 Class Notice. The request to opt-out should be signed by you and state in substance that you
19 wish to be excluded from the class settlement in the *Bojorquez v. Safran Electronics & Defense*
20 *Avionics USA, LLC* lawsuit. The request to opt-out should state the Class Member's full name,
21 address and email address or telephone number. Please include the name and number of the
22 case, which is *Bojorquez v. Safran Electronics & Defense Avionics USA, LLC*, Case No. 30-
23 2024-01380435-CU-OE-CXC. The request to opt-out must be completed and signed by you.
24 No other person may opt-out for a living member of the Class.

25 The address for the Administrator is _____. Written
26 requests for exclusion that are postmarked after _____, or are incomplete or unsigned
27 will be rejected, and those Class Members will remain bound by the Settlement and the release
28 described above.

1 **8. How do I Object to the Settlement?**

2 Only Participating Class Members have the right to object to the Settlement. Before deciding
3 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
4 approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for
5 _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that
6 includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the
7 amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the
8 amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable
9 request, Class Counsel (whose contact information is below) will send you copies of these
10 documents at no cost to you. You can also view them on Class Counsel's website at
11 www.bamlawca.com under "Class Notices" for *Bojorquez v. Safran Electronics & Defense*
12 *Avionics USA* or on the Court's website (<https://www.occourts.org/online-services/case-access/>)
13 and entering the Case No. 30-2024-01380435-CU-OE-CXC. An Objection form is included
14 with this Class Notice.

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3 A Participating Class Member who disagrees with any aspect of the Agreement and/or the
4 Motion for Final Approval may wish to object, for example, that the proposed Settlement is
5 unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The**
6 **Response Deadline for sending written objections to the Administrator is _____**
7 [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case
8 of re-mailing]. You may also fax the objection to _____ or email the objection to
9 _____ by no later than this Response Deadline. Be sure to tell the
10 Administrator what you object to, why you object, and any facts that support your objection.
11 Make sure you identify the Action, *Bojorquez v. Safran Electronics & Defense Avionics USA,*
12 *LLC*, Case No. 30-2024-01380435-CU-OE-CXC, and include your name, current address,
13 email or telephone number, and approximate dates of employment for Defendant and sign the
14 objection. The Administrator's contact information is as follows:

15 **Administrator:**

16 Name of Company: Apex Class Action LLC
17 Email Address: _____
18 Mailing Address: _____
19 Telephone Number: _____
20 Fax Number: _____
21 Settlement Website: _____

22 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
23 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
24 to tell the Court what you object to, why you object, and any facts that support your objection.
25 You also have the option to appear at the hearing by audio or video. Please check the Court's
26 website for current information and instructions concerning appearances and how to view Court
27 proceedings: <https://www.occourts.org/media-relations/civil.html>.

28 The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Christine Baran
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614

9. Can I Attend the Final Approval Hearing?

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3 You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard
4 Time) on _____, in Department CX105 of the Superior Court of California, County
5 of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge R. Melissa
6 McCormick. At this hearing the Court will consider whether the Settlement is fair, reasonable,
7 and adequate. The purpose of this hearing is for the Court to determine whether to grant final
8 approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class
9 Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider
10 them. **You are not required to attend** the Final Approval Hearing, although any Class Member
11 is welcome to attend the hearing in remotely or in person. Please check the Court's website for
12 current information and instructions concerning appearances and how to view Court
13 proceedings: <https://www.occourts.org/media-relations/civil.html>.

14 It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued,
15 notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices"
16 for *Bojorquez v. Safran Electronics & Defense Avionics USA*. In addition, hearing dates are
17 posted on the Internet via the Case Access page for the Orange County Superior Court
18 (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2024-
19 01380435-CU-OE-CXC.

10. How Can I Get More Information?

20 You may call the Administrator at _____ or write to *Bojorquez v. Safran Electronics &*
21 *Defense Avionics USA, LLC* Administrator, c/o _____.

22 This Class Notice summarizes the proposed settlement. More details are in the Settlement
23 Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final
24 approval or other Settlement documents by going to on Class Counsel's website at
25 www.bamlawca.com under "Class Notices" for *Bojorquez v. Safran Electronics & Defense*
26 *Avionics USA*, where these documents will be posted as they become available. **The Judgment**
27 **will be posted on the Administrator's website for at least 180 days.** You may get more details by
28 examining the Court's file via the Civil Case and Document Access for the California Superior
Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and
entering the Case No. 30-2024-01380435-CU-OE-CXC.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

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- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund website for instructions on how to retrieve the funds.

Bojorquez v. Safran Electronics & Defense Avionics USA, LLC, Superior Court of the State of California, County of Orange, Case No. 30-2024-01380435-CU-OE-CXC

If you are or have been employed by Defendant in California and classified as a non-exempt or hourly employee at any time during the Class Period (February 21, 2020 through November 30, 2024), then you are a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant's records, as set forth below and in the Class Notice you received. A "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

Defendant's records show that during the Class Period (February 21, 2020 through November 30, 2024), you worked as a non-exempt or hourly employee for Defendant in California, which qualifies you as a Class Member, and that your total number of Workweeks during the Class Period are:

Based upon the numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

Defendant's records show that during the PAGA Period (May 5, 2023 through November 30, 2024), you were employed by Defendant in California and classified as a non-exempt or hourly employee at any time during the PAGA Period, which qualifies you as an Aggrieved Employee. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the PAGA Period based on Defendant's records, as set forth below and in the Class Notice you received. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is May 5, 2023 through November 30, 2024. Your total number of PAGA Pay Periods worked during the PAGA Period are:

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the numbers of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is

<<INSERT>>

V. CHALLENGE TO NUMBER OF WORKWEEKS / PAGA PAY PERIODS WORKED

If you believe that the number of Workweeks and/or PAGA Pay Periods stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks and/or PAGA Pay Periods worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by <<RESPONSE DEADLINE>>.

Check the box below *ONLY* if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks and/or PAGA Pay Periods listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I believe the correct amount of my PAGA Pay Periods during the PAGA Period is _____. I have included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator. I also understand that Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL, FAX OR EMAIL TO:

Bojorquez v. Safran Electronics & Defense Avionics USA Administrator
c/o Apex Class Action
address
Fax:
Email:

Page 2 of 2

QUESTIONS? CALL APEX CLASS ACTION - TOLL FREE [NUMBER]
Please do not call the Court directly

FP 54078464.1

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OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY, INCLUDING YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (APEX CLASS ACTION) AT THE ADDRESS BELOW, EMAIL THIS FORM TO <<____>>, OR FAX THIS FORM TO _____. THE DEADLINE TO EMAIL, FAX OR POSTMARK VIA MAIL YOUR WRITTEN OBJECTION IS _____.

[] I OBJECT to the *Bojorquez v. Safran Electronics & Defense Avionics USA* Settlement for the following reasons:

(Print Your Name) (Signature) (Date)

(Your Address) (City/State/ Zip Code) (Print Last Four Digits of SSN)

Submit your fully completed and signed Objection Form as follows:

MAIL FAX OR EMAIL TO THE ADMINISTRATOR NOT LATER THAN _____ TO:
Bojorquez v. Safran Electronics & Defense Avionics USA Administrator
c/o Apex Class Action, [address], [Fax], [Email]

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2 **REQUEST FOR EXCLUSION FORM**

3 ***Bojorquez v. Safran Electronics & Defense Avionics USA, LLC,***
4 **Superior Court of the State of California, County of Orange,**
5 **Case No. 30-2024-01380435-CU-OE-CXC**

6 I confirm that I have received the Court Approved Notice of Class Action and PAGA Settlement
7 and Hearing Date for Final Court Approval, which describes my rights and the options I may
8 take in response to the parties' proposed Settlement in the above-referenced lawsuit.

9 By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed
10 from the proposed Class, that I do not want to participate as a Class Member, and that I do not
11 want to be included in the proposed Class Settlement.

12 I understand and acknowledge that, by signing and submitting this form: (1) I will not receive
13 any money from the proposed Settlement except my portion, if any, of the civil penalties that is
14 allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim
15 alleged by Plaintiff; (2) I will not be bound by the class portion of the proposed Settlement and
16 will only be bound by the release of the Released PAGA Claims; and (3) I will not have any
17 right to object to the proposed Settlement.

18 **THE DEADLINE TO SUBMIT THIS REQUEST FOR EXCLUSION IS [INSERT DATE].**
19 **THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST**
20 **CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO:**
21 **BOJORQUEZ V. SAFRAN ELECTRONICS, C/O APEX CLASS ACTION, [INSERT**
22 **ADDRESS]. YOU MAY ALSO FAX THIS FORM NO LATER THAN [INSERT**
23 **DATE] TO: _____, OR EMAIL THE FORM NO LATER THAN [INSERT**
24 **DATE] TO: _____.**

25 Name: _____

26 Address: _____

27 Telephone Number: _____ / Email: _____

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

(Sign your name here) _____

Date _____

AVISO DE DEMANDA COLECTIVA Y ACUERDO DE PAGA APROBADOS POR EL TRIBUNAL
Y FECHA DE AUDIENCIA PARA APROBACIÓN FINAL

Bojorquez v. Safran Electronics & Defense Avionics USA, LLC,
Tribunal Superior del Estado de California,
Condado de Orange, Número de Caso: 30-2024-01380435-CU-OE-CXC

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo con atención!
No se trata de correo basura, spam, publicidad ni de una solicitud de un abogado. Esto no es una demanda.

SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA O NO. LEA ESTE AVISO
DETENIDAMENTE.

Es posible que usted sea elegible para recibir un pago de una demanda colectiva de empleados ("Demanda") contra Safran Electronics & Avionics USA, LLC ("Demandado") por presuntas violaciones de salarios y horas. La Demanda fue presentada por Daniela Cardenas Bojorquez ("Demandante") y busca el pago de (1) salarios y otras compensaciones en nombre de todas las personas que son o fueron empleados del Demandado en California y clasificado como no exento o remunerado por horas en cualquier momento durante el Período de Clase (del 21 de febrero de 2020 al 30 de noviembre de 2024) ("Miembros de Clase"), y (2) sanciones y otras compensaciones en nombre de todas las personas que son o fueron empleados del Demandado en California y clasificado como no exento o remunerado por horas en cualquier momento durante el Período de PAGA (del 5 de mayo de 2023 al 30 de noviembre de 2024) ("Empleados Agravados").

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que exige al Demandado financiar Pagos Individuales de Clase a los Miembros de Clase, y (2) un Acuerdo de PAGA que exige al Demandado financiar Pagos Individuales de PAGA a los Empleados Agravados y pagar sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Según los registros del Demandado y las suposiciones actuales de las Partes, se estima que su Pago Individual de Clase será de \$ [REDACTED] (menos retención), y su Pago Individual de PAGA será \$ [REDACTED]. Es probable que la cantidad real que reciba varíe y dependa de varios factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, según los registros del Demandado, usted no tiene derecho a dicho pago en virtud del Acuerdo, ya que no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que trabajó [REDACTED] semanas laborales durante el Período de Clase y [REDACTED] períodos de pago durante el Período de PAGA. Si considera que trabajó más semanas laborales o períodos de pago de los previstos en cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 5 de este Aviso a continuación.

El Tribunal ha aprobado preliminarmente el Acuerdo propuesto y este Aviso. El Tribunal aún no ha decidido si concede la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no. Lea este aviso detenidamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a la Demandante y a sus abogados ("Abogados de Clase"). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo y que exija a los Miembros de Clase y a los Empleados Agravados que renuncien a su derecho a presentar ciertas reclamaciones contra el Demandado.

Si usted trabajó para el Demandado durante el Período de Clase y/o el de PAGA, tiene dos opciones básicas según el Acuerdo:

- (1) **No haga nada.** No es necesario que haga nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de Clase y/o uno de PAGA. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a presentar reclamaciones salariales del Período de Clase y de sanciones del Período de PAGA contra el Demandado, tal como se describe a continuación en la Sección 4.
- (2) **Exclusión del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (optar por no participar) mediante una Solicitud de Exclusión o notificando al Administrador por escrito. Si decide no participar en el Acuerdo, no recibirá un Pago Individual de Clase, pero conservará su derecho a presentar personalmente reclamaciones salariales por el Período de Clase contra el Demandado. Si usted es un Empleado Agravado, sigue teniendo derecho a un Pago Individual de PAGA. No se puede optar por no participar en la parte del Acuerdo propuesto a PAGA.

El Demandado no tomará represalias contra usted por ninguna acción que usted emprenda respecto del Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será un Miembro de Clase Participante, con derecho a un Pago Individual de Clase y a uno de PAGA (si corresponde). A cambio, usted renunciará a su derecho a presentar reclamaciones salariales contra el Demandado que estén cubiertas por este Acuerdo (Reclamaciones Exoneradas de Clase).
Puedes optar por no participar en el Acuerdo Colectivo, pero no en el Acuerdo de PAGA.	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por no participar enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, pasará a ser un Miembro de Clase No Participante y ya no podrá optar a un Pago Individual de Clase. Los miembros del grupo que no participen en la demanda colectiva no podrán oponerse a ninguna parte del acuerdo propuesto. Consulte la Sección 7 de este Aviso.
La Fecha Límite para optar por no participar es [REDACTED]	No se puede optar por no participar en la parte del Acuerdo propuesto a PAGA. El Demandado debe realizar los Pagos Individuales de PAGA a todos los Empleados Agravados y estos deben renunciar a su derecho a presentar Reclamaciones Exoneradas de PAGA (definidas a continuación) independientemente

Monto Bruto del Acuerdo. El Demandado ha acordado pagar una cantidad total de trescientos setenta y cinco mil dólares (\$375,000) ("Monto Bruto del Acuerdo") para financiar la conciliación de la Demanda. Este monto incluye todos los Pagos Individuales de Clase, el pago de honorarios de los Abogados de Clase, así como el pago de Gastos de Litigio, el pago de Servicios de Representante de Clase, el pago de Gastos Administrativos, los Pagos Individuales de PAGA y las sanciones civiles bajo la PAGA. Cualquier impuesto sobre la nómina a cargo del empleador, correspondiente a la parte de los Pagos Individuales de Clase asignada a salarios, será pagado por separado por el Demandado. El Demandado deberá financiar el Monto Bruto del Acuerdo, así como los montos necesarios para pagar íntegramente la parte del Demandado de los impuestos sobre la nómina, transfiriendo los fondos al Administrador a más tardar 14 días después de la fecha de entrada en vigor del Acuerdo. La "Fecha de Entrada en Vigor" se refiere a la fecha en que la Sentencia es definitiva y ya no está sujeta a apelación. Dentro de los 14 días posteriores a que el Demandado abone el Monto Bruto del Acuerdo, el Administrador enviará por correo los cheques correspondientes a todos los Pagos Individuales de Clase a los Miembros de Clase Participante.

Deducciones aprobadas por el tribunal del Monto Bruto del Acuerdo. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán decididos por el Tribunal en dicha audiencia:

- **Pago de gastos administrativos.** Este pago está estimado en no exceder los \$3,250, para cubrir los gastos, incluidos los gastos de notificación a los Miembros de Clase sobre el Acuerdo, el procesamiento de las exclusiones voluntarias y la distribución de los cheques del Acuerdo y los formularios fiscales.
- **Honorarios y costos de los abogados.** Pago a los Abogados de Clase de honorarios razonables que no excedan \$112,500, y una cantidad adicional para reembolsar los costos reales del litigio incurridos por la Demandante que no exceda los \$30,000.00. Los Abogados de Clase han estado llevando adelante la Demanda en nombre de la Demandante y de la Clase, con base en honorarios condicionales (es decir, sin haber recibido ningún pago hasta la fecha), y han pagado todos los costos y gastos del litigio. Las cantidades indicadas son las que solicitarán los Abogados de Clase y las cantidades finales se decidirán en la Audiencia de Aprobación Final.
- **Pagos por Servicio de Representante de Clase.** Pagos por servicios prestados a la Representante de Clase por un monto no superior a \$2,500, a la Demandante como incentivo por sus servicios, o un monto menor que pueda ser aprobado por el Tribunal, para compensarla por los servicios prestados en nombre de la Clase al iniciar y llevar adelante la Demanda, y por los riesgos que asumió. La cantidad indicada es la que solicitará la Demandante y el monto final a pagar se decidirá en dicha audiencia.
- **Sanciones de PAGA.** Un pago de \$7,500 relacionado con la reclamación de la Demandante en virtud de la PAGA, de los cuales \$5,625 se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral del Estado de California ("LWDA"). Los \$1,875 restantes se distribuirán entre los Empleados Agraviados como Pagos Individuales de PAGA. El Administrador calculará cada Pago Individual de PAGA (a) dividiendo el monto de la parte del 25% de los Empleados Agraviados en las Sanciones de PAGA (\$1,875) por el número total de Periodos de Pago de PAGA trabajados por todos los Empleados Agraviados durante el Periodo de PAGA y (b) multiplicando el resultado por los Periodos de Pago de PAGA de cada Empleado Agraviado. Estos asumen la plena responsabilidad por cualquier impuesto adeudado sobre su Pago Individual de PAGA. "Periodo de Pago de PAGA" significa cualquier período de pago durante el cual un Empleado Agraviado trabajó para el Demandado al menos un día durante el Periodo de Pago de PAGA, que es del 5 de mayo de 2023 al 30 de noviembre de 2024.

Los Miembros de Clase Participante tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal tendrá en cuenta todas las objeciones.

Cálculo de los pagos a los Miembros de Clase. Una vez deducidos del Monto Bruto del Acuerdo todos los pagos correspondientes a los honorarios y costos de los abogados aprobados por el Tribunal, el pago por el Servicio del Representante de Clase, las Sanciones de PAGA y los Gastos Administrativos, la parte restante, el "Monto Neto del Acuerdo" se distribuirá en Pagos Individuales de Clase a los Miembros de Clase Participante. Se estima que el Monto Neto del Acuerdo será de al menos \$ _____. El Administrador realizará un Pago Individual de Clase a cada Miembro de Clase Participante, procedente de este Monto. El Pago Individual de Clase para cada Miembro de Clase Participante se calculará (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante durante el Periodo de Clase y (b) multiplicando el resultado por las Semanas Laborales de cada Miembro de Clase Participante. "Semanas laborales" significa cualquier semana del Periodo de Clase en la que un Miembro de Clase trabajó para el Demandado como Miembro de Clase durante al menos un día. El número de Semanas Laborales se basará en los registros del Demandado; sin embargo, los Miembros de Clase pueden impugnar dicho número, tal como se explica a continuación.

Si el Acuerdo es aprobado por el Tribunal y usted no se excluye, se le enviará automáticamente por correo un cheque por el importe de su Pago Individual de Clase a la misma dirección que figura en este Aviso Colectivo. No tiene que hacer nada para recibir un pago. Si su dirección ha cambiado, debe ponerse en contacto con el Administrador para informarle de su dirección correcta y así garantizar que reciba su pago.

Asuntos fiscales. El veinte por ciento (20%) del Pago Individual de Clase de cada Miembro de Clase Participante se destina a la conciliación de reclamaciones salariales ("Parte Salarial"). Por consiguiente, esta parte está sujeta a retenciones salariales y deberá declararse en el formulario W-2 del IRS. El ochenta por ciento (80%) de este mismo pago se destina a la conciliación de reclamaciones distintas a los salarios, reembolso de gastos, intereses y sanciones supuestamente adeudados a los empleados (colectivamente, la "Parte No Salarial"). Esta parte no estará sujeta a retenciones salariales y deberá declararse en el formulario 1099 del IRS. La parte correspondiente al empleado de todos los impuestos sobre la renta y la nómina aplicables será responsabilidad de los Miembros de Clase Participante. El cien por ciento (100%) de los Pagos Individuales de PAGA para los Empleados Agraviados se destinará a sanciones y no estará sujeto a retenciones salariales. Se emitirá un formulario 1099 del IRS para estos pagos. Ni los Abogados de Clase ni los abogados del Demandado pretenden que nada de lo contenido en este Aviso Colectivo constituya asesoramiento sobre impuestos o tributación. Las cuestiones fiscales de cada Miembro de Clase Participante y de cada Empleado Agraviado son únicas para cada uno, y cada uno puede consultar con un asesor fiscal sobre las consecuencias fiscales de

los pagos recibidos en virtud del Acuerdo. Los Miembros de Clase Participante/Empleados Agraviados asumen la plena responsabilidad por cualquier impuesto adeudado sobre los pagos recibidos.

Condiciones del Acuerdo. Este Acuerdo y la recepción del Pago Individual de Clase están condicionados a que el Tribunal emita una orden que apruebe definitivamente el Acuerdo y dicte sentencia.

El Acuerdo propuesto quedará sin efecto si el Tribunal deniega su Aprobación Definitiva. Es posible que el Tribunal se niegue a otorgar la Aprobación Final del Acuerdo o a dictar Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. La Demandante y el Demandado han acordado que, en ambos casos, el Acuerdo será nulo: el Demandado no pagará ninguna cantidad de dinero y los Miembros de Clase no presentarán ninguna reclamación contra el Demandado.

Es necesario cobrar los cheques de pago a la brevedad. En el frente de cada cheque emitido figurará la fecha de vencimiento (fecha de anulación). Si no lo cobra antes de la fecha de vencimiento, su cheque será cancelado automáticamente y los fondos representados por dicho cheque se transferirán al Fondo de Propiedad No Reclamada del Contralor de California, a nombre de la persona que no lo cobró.

Administrador. El Tribunal ha designado a una empresa neutral, Apex Class Action LLC ("Administrador"), para que envíe este Aviso, calcule y realice los pagos y tramite las Solicitudes de Exclusión de los Miembros de Clase. El administrador también decidirá sobre las impugnaciones de los miembros del grupo con respecto a las semanas laborales, enviará por correo y reenviará los cheques de liquidación y los formularios de impuestos y realizará otras tareas necesarias para administrar el acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.

4. ¿Qué información cede en virtud del Acuerdo?

Reclamaciones Exoneradas de Clase. A partir de la fecha en que el Demandado financie completamente el Monto Bruto del Acuerdo y financie todos los impuestos sobre la nómina del empleador adeudados sobre la Parte Salarial de los Pagos Individuales de Clase, todos los Miembros Participantes de Clase, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto pasados como presentes, liberan a las Partes Exoneradas de las Reclamaciones Exoneradas de Clase. Las "Reclamaciones Exoneradas de Clase" son todas las reclamaciones que surjan en cualquier momento durante el Período de Clase que fueron o razonablemente pudieron haber sido presentadas en la Demanda con base en los hechos alegados en la Denuncia Operativa. Salvo que se estipule expresamente en el Acuerdo, los Miembros de Clase Participante no renuncian a ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo Justo y Vivienda, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones de la Clase basadas en hechos ocurridos fuera del Período de Clase.

Esto significa que, si usted no se excluye del acuerdo de manera oportuna y formal, no podrá demandar, continuar demandando ni formar parte de ninguna otra demanda contra el Demandado y cualquier otra Parte Exonerada en relación con las Reclamaciones Exoneradas de Clase conculadas por este Acuerdo. Esto también significa que todas las órdenes del Tribunal en el procedimiento le serán aplicables y le vincularán legalmente.

Reclamaciones Exoneradas de PAGA. A partir de la fecha en que el Demandado financie completamente el Monto Bruto del Acuerdo y todos los impuestos sobre la nómina del empleador adeudados sobre la Parte Salarial de los Pagos Individuales de Clase, se considera que los Empleados Agraviados exoneran, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y actuales, a las Partes Exoneradas de las Reclamaciones Exoneradas de PAGA. Las "Reclamaciones Exoneradas de PAGA" son todas las reclamaciones que surjan en cualquier momento durante el Período de PAGA para sanciones civiles disponibles bajo la PAGA con base en los hechos alegados en la Denuncia Operativa y el Aviso de PAGA. Estas reclamaciones incluyen una exoneración del Estado de California (en la medida en que a los demandantes se les permita proporcionar dicha exoneración al Estado de California durante el Período de PAGA). Las Reclamaciones Exoneradas de PAGA no incluyen otras reclamaciones de PAGA, reclamaciones subyacentes de salarios y horas, reclamaciones por despido injustificado, violación de la Ley de Empleo Justo y Vivienda, seguro de desempleo, discriminación, discapacidad, seguridad social, compensación laboral y reclamaciones de PAGA fuera del Período de PAGA.

Partes Exoneradas. Las Partes Exoneradas son: el Demandado y sus empresas matrices pasadas, presentes y futuras, así como sus predecesores y sucesores, sus funcionarios, directores, empleados y agentes.

5. ¿Por cuánto será mi pago?

Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante durante el Período de Clase y (b) multiplicando el resultado por las Semanas Laborales de cada Miembro de Clase Participante.

Los registros del Demandado reflejan que usted trabajó << ____ >> Semanas Laborales durante el Período de Clase (del 21 de febrero de 2020 al 30 de noviembre de 2024).

Con base en esta información, su Pago estimado de Clase Individual del Monto Neto del Acuerdo es << ____ >>.

Los registros del Demandado reflejan que usted trabajó en << ____ >> Períodos de Pago de PAGA durante el Período de PAGA (del 5 de mayo de 2023 al 30 de noviembre de 2024). Según esta información, su Pago Individual estimado de PAGA es << ____ >>.

Si desea impugnar la información establecida anteriormente, deberá presentar una impugnación por escrito y firmada, junto con los documentos de respaldo, al Administrador en la dirección proporcionada en este Aviso Colectivo, a más tardar en la Fecha Límite de Respuesta, que es _____. También puede enviar esta impugnación por fax a _____ o por correo electrónico a _____ antes de la fecha Límite de Respuesta. Cualquier impugnación deberá incluir pruebas escritas fidedignas y será resuelta por el Administrador. Se incluye un formulario de Impugnación con este Aviso Colectivo.

Para respaldar su impugnación, debe enviar copias de sus talones de pago u otros documentos que la acrediten. El Administrador aceptará como exacto el cálculo de Semanas Laborales del Demandado basado en sus registros, a menos que usted envíe copias de dichos registros que

contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones relacionadas con la Semana laboral, basándose en su presentación y en la información proporcionada por los Abogados de Clase (quienes abogarán en nombre de los Miembros de Clase Participante) y por el abogado del Demandado. Si bien el Administrador tomará la decisión inicial sobre las impugnaciones de reclamaciones, el Tribunal podrá revisar cualquier decisión del Administrador respecto de una impugnación sobre una reclamación.

6. ¿Cómo recibir un pago?

Para recibir un pago del Acuerdo, no tiene que hacer nada. Se enviará automáticamente un cheque por el pago de su Pago Individual de Clase a la misma dirección que figura en este Aviso.

El Administrador enviará, por correo postal, un cheque a cada Miembro de Clase Participante (es decir, a cada Miembro de Clase que no opte por no participar), incluidos aquellos que también califiquen como Empleados Agravados. El cheque combinará el Pago Individual de Clase y el de PAGA. El Administrador enviará, por correo postal, un cheque de Pago Individual de PAGA a cada Empleado Agravado que opte por no participar en el Acuerdo Colectivo (es decir, a cada Miembro de Clase No Participante).

Su cheque se enviará a la misma dirección que figura en este Aviso. Si cambia de domicilio, asegúrese de notificarlo al Administrador lo antes posible. La sección 9 de este Aviso Colectivo contiene la información de contacto del Administrador.

7. ¿Y si no quiero formar parte del Acuerdo?

Si no desea participar en el Acuerdo, puede excluirse de la parte del acuerdo que corresponde a la Clase u "optar por no participar". Si decide no participar, no recibirá un Pago Individual de Clase del Acuerdo y no estará sujeto a sus términos, lo que significa que conservará el derecho a demandar al demandado por las Reclamaciones Exoneradas de Clase. Sin embargo, los Empleados Agravados que opten por no participar seguirán recibiendo su Pago Individual de PAGA y seguirán sujetos a la exoneración de las Reclamaciones Exoneradas de PAGA, independientemente de si presentan una solicitud de exclusión e incluso si no cobran su cheque. El monto de las Sanciones de PAGA es de \$7,500, de los cuales \$1,875 se distribuirán entre los Empleados Agravados, quienes los asignarán según sus respectivos Periodos de Pago de PAGA. Su parte de las Sanciones de PAGA, si las hubiera, se establece en la Sección 5 anterior.

Para optar por no participar, debe enviar al Administrador una solicitud de exclusión escrita, firmada y fechada con sello postal, no posterior a la Fecha Límite de Respuesta, que es _____, También puede enviar su solicitud para excluirse por fax a _____ o por correo electrónico a _____ antes de la Fecha Límite de Respuesta. Un formulario de Solicitud de Exclusión se incluye con este Aviso Colectivo. La solicitud para excluirse debe estar firmada por usted e indicar, en esencia, que desea ser excluido del acuerdo colectivo en el caso de *Bojorquez v. Safran Electronics & Defense Avionics USA, LLC*. La solicitud debe indicar el nombre completo, la dirección y el correo electrónico o el número de teléfono del Miembro de Clase. Por favor, incluya el nombre y el número del caso, que es *Bojorquez v. Safran Electronics & Defense Avionics USA, LLC*, Número de Caso: 30-2024-01380435-CU-OB-CXC. La solicitud debe ser completada y firmada personalmente. Ninguna otra persona podrá optar por no participar en nombre de un miembro vivo de la Clase.

La dirección del Administrador es _____. Las solicitudes escritas de exclusión que tengan sello postal posterior a _____, o que estén incompletas o sin firmar serán rechazadas, y esos Miembros de Clase seguirán sujetos al Acuerdo y a la exoneración descritos anteriormente.

8. ¿Cómo puedo objetar al Acuerdo?

Únicamente los Miembros de Clase Participante tienen derecho a oponerse al Acuerdo. Antes de decidir si presenta una objeción, es posible que desee ver qué solicitan la Demandante y el Demandado al Tribunal para su aprobación. Al menos dieciséis (16) días hábiles antes de la Audiencia de Aprobación Final, programada para _____, los Abogados de Clase y la Demandante presentarán ante el Tribunal una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y que indique (i) la cantidad que los Abogados de Clase solicitan para honorarios y gastos de litigio; y (ii) la cantidad que la Demandante solicita como Pago por Servicio de Representante de Clase. Si lo solicita razonablemente, los Abogados de Clase (cuya información de contacto se encuentra a continuación) le enviarán copias de estos documentos sin costo alguno. También puede consultarlos en su sitio web: www.bamlawca.com en "Avisos Colectivos/de Clase" y busque por: *Bojorquez v. Safran Electronics & Defense Avionics USA* o en el del Tribunal (<https://www.eccourts.org/online-services/case-access/>) y busque el Número de Caso: 30-2024-01380435-CU-OB-CXC. Se adjunta un formulario de Objeción a este Aviso Colectivo.

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo o de la Moción de Aprobación Final podrá objetar, por ejemplo, que el Acuerdo propuesto es injusto o que las cantidades solicitadas por los Abogados de Clase por la Demandante son demasiado altas o bajas. La Fecha Límite de Respuesta para enviar objeciones por escrito al Administrador es [sesenta (60) días después de la fecha del Aviso o 14 días adicionales después del Aviso en caso de reenvío]. También puede enviar la objeción por fax a _____ o por correo electrónico a _____ antes de la Fecha Límite de Respuesta. Asegúrese de indicarle al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda como: *Bojorquez v. Safran Electronics & Defense Avionics USA, LLC*, Número de Caso: 30-2024-01380435-CU-OB-CXC, e incluya su nombre, dirección actual, correo electrónico o número de teléfono, y fechas aproximadas de empleo para el Demandado, y firme la objeción. La información de contacto del Administrador es:

Administrador:

Nombre de la empresa: Apex Class Action LLC

Correo electrónico: _____

Dirección de envío: _____

Número de teléfono: _____

Fax: _____

Sitio web del Acuerdo: _____

Como alternativa, un Miembro de Clase Participante puede presentar una objeción (o contratar personalmente a un abogado para que la presente a su propio costo) y asistir a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicarle al Tribunal a qué se opone, por qué se opone y cuáles son los hechos que respaldan su objeción. También tiene la opción de comparecer en la audiencia por audio o por video. Por favor, consulte el sitio web del Tribunal para obtener información e instrucciones actualizadas sobre las comparecencias y cómo ver los procedimientos judiciales: <https://www.occourts.org/media-relations/civil.html>.

Las direcciones de los abogados de las Partes son las siguientes:

<u>ABOGADO DE CLASE</u>	<u>ABOGADO DEL DEMANDADO:</u>
Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik DeBlouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel.: (858) 551-1223 Fax: (858) 551-1232 Correo electrónico: kyle@bamlawca.com	Christine Baran Fisher & Phillips LLP 2050 Main Street, Suite 1000 Irvine, CA 92614

9. ¿Puedo asistir a la Audiencia de Aprobación Final?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final a las _____ (hora estándar del Pacífico) el _____, ante la Jueza R. Melissa McCormick, en el Departamento CX105 del Tribunal Superior de California, Condado de Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. El propósito de esta audiencia es que el Tribunal determine si otorga la aprobación final al Acuerdo y fije las cantidades que se pagarán como honorarios y costos legales a los Abogados de Clase y como pago por servicios a la Demandante. Si existen objeciones, el Tribunal las tendrá en cuenta. No es obligatorio asistir, aunque cualquier Miembro de Clase puede hacerlo de forma remota o en persona. Por favor, consulte el sitio web del Tribunal para obtener información e instrucciones actualizadas sobre las comparecencias y sobre cómo ver los procedimientos judiciales: <https://www.occourts.org/media-relations/civil.html>.

Es posible que el Tribunal re programe esta audiencia. Si la audiencia continúa, se publicará un aviso en el sitio web de los Abogados de Clase: www.bamlawca.com, bajo "Avisos Colectivos/Avisos de Clase" para *Bojorquez v. Safran Electronics & Defense Avionics USA*. Además, las fechas de las audiencias se publican en Internet a través de la página de Acceso a Casos del Tribunal Superior del Condado de Orange (<https://www.occourts.org/online-services/case-access/>) y busque por el Número de Caso: 30-2024-01380435-CU-OE-CXC.

10. ¿Cómo obtener más información?

Puede llamar al Administrador al _____ o escribir a *Bojorquez v. Safran Electronics & Defense Avionics USA, LLC* Administrador, c/o _____.

Este Aviso Colectivo resume el Acuerdo propuesto. En el Acuerdo de Conciliación se ofrecen más detalles. Puede recibir una copia del Acuerdo, la Sentencia, la moción de aprobación final u otros documentos accediendo a el sitio web de los Abogados de Clase en www.bamlawca.com en "Avisos Colectivos/de Clase" y busque por: *Bojorquez v. Safran Electronics & Defense Avionics USA*, donde se publicarán estos documentos a medida que estén disponibles. La Sentencia se publicará en el sitio web del Administrador durante al menos 180 días. Puede obtener más detalles examinando el expediente del Tribunal a través del Acceso a Casos Civiles y Documentos para el Tribunal Superior de California para el Condado de Orange (<https://www.occourts.org/online-services/case-access/>) e ingresando el Número de Caso: 30-2024-01380435-CU-OE-CXC.

POR FAVOR, NO LLAME AL TRIBUNAL EN RELACIÓN CON ESTE AVISO.

IMPORTANTE:

- **¿Qué sucede si cambia su dirección?** Para recibir su cheque, debe notificar inmediatamente al Administrador si cambia su dirección.
- **¿Qué sucede si no puede cobrar un cheque?** Los cheques del acuerdo quedarán sin efecto 180 días después de su emisión si no se depositan ni se cobran, y esta fecha de vencimiento está impresa en el cheque. En tales casos, el Administrador ordenará que todos los fondos no reclamados se paguen a la Oficina de Propiedad No Reclamada del Contralor de California en nombre y en beneficio de la persona que no cobró su cheque. Los fondos se pueden solicitar en https://www.sco.ca.gov/fupd_msg.html.
- **¿Qué sucede si pierde su cheque?** Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará, siempre y cuando lo solicite antes de la fecha de vencimiento que figura en el cheque original. Si su cheque ya no es válido, debe consultar el sitio web del Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperarlo.

FORMULARIO DE IMPUGNACIÓN SOBRE SEMANAS/PERÍODOS DE PAGO TRABAJADOS

*Bojorquez v. Safran Electronics & Defense Avionics USA, LLC, Tribunal Superior del
Estado de California, Condado de Orange, Número de Caso: 30-2024-01380435-CU-OE-CXC*

Indique cualquier cambio de nombre o dirección:

<<Nombre>>

<<Dirección>>

<<Ciudad>>, <<Estado>> <<Código postal>>

XX - XX -

Si usted trabaja o ha trabajado para el Demandado en California y está clasificado como empleado no exento o remunerado por horas en algún momento durante el Período de Clase (del 21 de febrero de 2020 al 30 de noviembre de 2024), entonces usted es un Miembro de Clase.

El monto estimado de su Pago Individual de Clase se basa en las Semanas Laborales que trabajó durante el Período de Clase, según los registros del Demandado, tal como se establece a continuación, y en el Aviso Colectivo que recibió. Una "Semana laboral" significa cualquier semana del Período de Clase en la que un Miembro de Clase trabajó para el Demandado como Miembro de Clase durante al menos un día.

I. SUS SEMANAS LABORALES REMUNERABLES

Los registros del Demandado muestran que durante el Período de Clase (del 21 de febrero de 2020 al 30 de noviembre de 2024), usted trabajó como empleado no exento o por horas para el Demandado en California, lo que lo califica como Miembro de Clase y que su número total de Semanas Laborales durante el Período de Clase es:

<<NÚMERO DE SEMANAS>>

II. SU PAGO INDIVIDUAL ESTIMADO DE CLASE

Según el número de Semanas laborales indicadas anteriormente, su Pago Individual estimado sin impuestos deducidos para la Clase es

<<INSERTAR>>

III. SUS PERÍODOS DE PAGO DE PAGA COMPENSABLES

Los registros del Demandado muestran que, durante el Período de PAGA (del 5 de mayo de 2023 al 30 de noviembre de 2024), usted estuvo empleado por el Demandado en California y, en algún momento de dicho período, se le clasificó como empleado no exento ni remunerado por horas, lo que lo califica como Empleado Agraviado. El monto estimado de su Pago Individual de PAGA se basa en los Períodos de Pago de PAGA en los que trabajó durante el Período de PAGA, según los registros del Demandado, como se establece a continuación, y en el Aviso Colectivo que recibió. "Período de Pago de PAGA" significa cualquier Período de Pago durante el cual un Empleado Agraviado haya trabajado para el Demandado al menos un día durante el Período de PAGA, y que comprende del 5 de mayo de 2023 al 30 de noviembre de 2024. El número total de Períodos de Pago de PAGA trabajados durante el Período de PAGA es:

<<NÚMERO DE PERÍODOS DE PAGO DE PAGA>>

IV. SU PAGO INDIVIDUAL DE PAGA ESTIMADO

Según la cantidad de Períodos de Pago de PAGA que se enumeran arriba, su Pago Individual de PAGA estimado es

<<INSERTAR>>

V. IMPUGNACIÓN AL NÚMERO DE SEMANAS LABORALES / PERÍODOS DE PAGO TRABAJADOS

Si considera que el número de Semanas laborales y/o Períodos de Pago de PAGA indicados anteriormente son correctos, no tiene que hacer nada.

Si desea impugnar el número de Semanas laborales y/o Períodos de Pago de PAGA trabajados que se enumeran arriba, debe completar y enviar por correo este Formulario de Impugnación, y proporcionar toda la información y/o documentación de respaldo al Administrador antes de la

<<FECHA LÍMITE DE RESPUESTA>>.

Marque la casilla a continuación ÚNICAMENTE si desea impugnar la información que figura arriba:

☐ Deseo impugnar el número de Semanas laborales y/o Períodos de Pago de PAGA que se indican arriba. Creo que la cantidad correcta de mis Semanas laborales durante el Período de Clase es _____. Creo que la cantidad correcta de mis Períodos de Pago de PAGA durante el Período de PAGA es _____. He incluido información y/o pruebas documentales que respaldan mi impugnación. Entiendo que, al presentar esta impugnación, autorizo al Administrador a revisar los registros del Demandado y a determinar la validez de mi reclamación con base en dichos registros, así como en los registros e información que presente al Administrador. También entiendo que los registros del Demandado serán determinantes, a falta de pruebas creíbles que refuten su exactitud.

Declaro bajo pena de perjurio, conforme a las leyes del Estado de California, que la información que he proporcionado en este Formulario de Impugnación es verdadera y correcta.

Fecha: _____

Firma: _____

FP 54078448.1

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Nombre impreso o escrito: _____

ENVÍE POR CORREO POSTAL, FAX O CORREO ELECTRÓNICO A:

Bojorquez v. Safran Electronics & Defense Avionics USA Administrador
c/o Apex Class Action

Dirección _____
Fax: _____
Correo electrónico: _____

FP 54078448.1

FORMULARIO DE OBJECCIÓN

UTILICE ESTE FORMULARIO ÚNICAMENTE SI DESEA Oponerse AL ACUERDO. PARA Oponerse A LOS TÉRMINOS DEL ACUERDO, DEBE FIRMAR Y COMPLETAR ESTE FORMULARIO CON EXACTITUD, INCLUYENDO SU NOMBRE COMPLETO, DIRECCIÓN ACTUAL, LOS ÚLTIMOS CUATRO DÍGITOS DE SU NÚMERO DE SEGURO SOCIAL Y SU FIRMA. DEBE ENVIAR ESTE FORMULARIO POR CORREO PRIORITARIO DE LOS EE. UU. AL ADMINISTRADOR (APEX CLASS ACTION) A LA DIRECCIÓN QUE APARECE A CONTINUACIÓN, ENVIAR ESTE FORMULARIO POR CORREO ELECTRÓNICO A <<____>> O POR FAX A _____. LA FECHA LÍMITE PARA ENVIAR SU OBJECCIÓN POR CORREO ELECTRÓNICO, FAX O CORREO POSTAL CON SELLO POSTAL ES, A MÁS TARDAR, EL _____.

[] ME OPONGO al Acuerdo: *Bojorquez v. Safran Electronics & Defense Avionics USA* por las siguientes razones:

(Su nombre impreso) (Firma) (Fecha)

(Su dirección) (Ciudad/Estado/Código postal)

(Imprima los últimos cuatro dígitos de su Número de Seguro Social)

Envíe su formulario de Objeción debidamente completado y firmado de la siguiente manera:

ENVÍE POR CORREO POSTAL, FAX O CORREO ELECTRÓNICO AL ADMINISTRADOR, A MÁS TARDAR, EL
_____. A:
Administrador *Bojorquez v. Safran Electronics & Defense Avionics USA*
c/o Apex Class Action, [dirección], [Fax], [Correo electrónico]

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Bojorquez v. Safran Electronics & Defense Avionics USA, LLC,
Tribunal Superior del Estado de California, Condado de Orange,
Número de Caso: 30-2024-01380435-CU-OE-CXC

Confirmando que he recibido el Aviso de Acuerdo de Demanda Colectiva y de PAGA aprobados por el Tribunal, así como la Fecha de Audiencia para la Aprobación Final, que describe mis derechos y las opciones que puedo tomar en respuesta al Acuerdo propuesto por las partes en la demanda antes mencionada.

Al firmar y devolver este Formulario de Solicitud de Exclusión, confirmo que deseo ser excluido de la Clase propuesta, que no quiero participar como Miembro de Clase y que no quiero ser incluido en el Acuerdo de Conciliación de la Clase propuesta.

Entiendo y reconozco que, al firmar y enviar este formulario: (1) no recibiré un pago del Acuerdo propuesto excepto mi parte, si la hubiere, de las sanciones civiles que se asignen en la resolución de la reclamación de la Ley de Abogados Generales Privados del Código Laboral de California de 2004 alegada por la Demandante; (2) no estaré obligado por la parte colectiva del Acuerdo propuesto y solo estaré obligado por la exoneración de las Reclamaciones Exoneradas de PAGA; y (3) no tendré ningún derecho a objetar el Acuerdo propuesto.

LA FECHA LÍMITE PARA PRESENTAR ESTA SOLICITUD DE EXCLUSIÓN ES, A MÁS TARDAR, EL [INSERTAR FECHA]. EL FORMULARIO DE EXCLUSIÓN DEBE ESTAR FIRMADO, FECHADO Y ENVIADO POR CORREO PRIORITARIO DE LOS EE. UU., CON SELLO POSTAL, A MÁS TARDAR, EL [INSERTAR FECHA] A: BOJORQUEZ V. SAFRAN ELECTRONICS, C/O APEX CLASS ACTION, [INSERTAR DIRECCIÓN]. TAMBIÉN PUEDE ENVIAR ESTE FORMULARIO POR FAX, A MÁS TARDAR, EL [INSERTAR FECHA] A: _____, O POR CORREO ELECTRÓNICO, A MÁS TARDAR, EL [INSERTAR FECHA] A: _____.

Nombre: _____

Dirección: _____

Número telefónico: _____ / Correo electrónico: _____

Declaro bajo pena de perjurio, conforme a las leyes del Estado de California, que lo anterior es verdadero y correcto.

(Firma aquí) _____

Fecha _____