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7 **IN THE UNITED STATES DISTRICT COURT**
FOR THE EASTERN DISTRICT OF WASHINGTON

8 J. MITCH HALL and NATHAN KAY,

9 Plaintiffs,

10 vs.

11 L-3 COMMUNICATIONS
12 CORPORATION; L-3
13 COMMUNICATIONS VERTEX
14 AEROSPACE, LLC and L-3
15 COMMUNICATIONS INTEGRATED
16 SYSTEMS L.P.,

17 Defendants.

Case No. 2:15-cv-00231-SAB

SETTLEMENT AGREEMENT

16 **I. INTRODUCTION**

17 This putative class action, *J. Mitch Hall, et al. v. L-3 Communications*
18 *Corporation, et al.*, was brought by Nathan Kay ("Plaintiff")¹ on behalf of himself
19

20 ¹ Plaintiff J. Mitch Hall, who was previously employed by L-3 Communications
Vertex Aerospace, LLC and L-3 Communications Integrated Systems, alleged

1 and others similarly situated, against Defendants L-3 Communication Corporation
2 (now known as L3 Technologies, Inc.), L-3 Communications Vertex Aerospace,
3 LLC, and L-3 Communications Integrated Systems L.P. (collectively,
4 “Defendants”) asserting claims for relief under the Uniformed Services
5 Employment and Reemployment Rights Act (“USERRA”), 38 U.S.C. § 4301 *et*
6 *seq.*, and the Washington State Law Against Discrimination (“WLAD”), Chapter
7 49.60 RCW *et seq.* Plaintiff claims that Defendants discriminated against
8 members of the National Guard and Reserve Armed Forces in connection with
9 hiring certain eligible Senior Pilot I applicants for Defendants’ Intelligence,
10 Surveillance, and Reconnaissance (“ISR”) Programs. Defendants deny that they
11 committed any act or omission giving rise to liability under USERRA, WLAD, or
12 any other law. They deny each and all of Plaintiff’s claims and any liability arising
13 from the conduct, statements, acts or omissions that were or are alleged in this
14 case. In addition, Defendants maintain that they have meritorious defenses to all of
15 the claims alleged in the case. However, in the interest of resolving this dispute
16 without additional expense or delay, and in reliance upon the representations,
17 mutual promises, covenants, and obligations set out in this Settlement Agreement,
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19 individual claims against Defendants for various employment practices. Hall’s
20 claims are not addressed in this Class Settlement Agreement between Kay,
similarly situated applicants, and Defendants.

1 and for good and valuable consideration also set out in this Settlement Agreement,
2 the Parties, through their undersigned counsel of record, hereby stipulate and agree
3 to fully, finally, and forever resolve, discharge, and settle the Released Claims,
4 subject to approval of the Court and the terms and conditions set forth in this
5 Agreement.

6 II. DEFINITIONS

7 1. "Administrator" means the company jointly chosen by Class Counsel
8 and Defendants, and appointed by the Court, to perform the administrative
9 functions required by this Settlement Agreement, including the dissemination of
10 notice to Class Members in accordance with this Settlement Agreement.

11 2. "Agreement," "Settlement Agreement," or "Settlement" is this Class
12 Settlement Agreement.

13 3. "Case," "Litigation," "Action," or "Lawsuit" is the action titled *Hall*,
14 *et al. v. L-3 Communications Corporation, et al.*, pending in the United States
15 District Court for the Eastern District of Washington, Case No. 2:15-cv-00231-
16 SAB.

17 4. "Cash Settlement Amount" means Two Million Dollars
18 (\$2,000,000.00).

19 5. "Claim Form" means the form agreed to by the Parties, approved by
20 the Court, and attached to the Notice. A Claim Form must be submitted by any

1 eligible Settlement Class Member to the Administrator in order to receive a
2 payment under the Settlement Agreement.

3 6. “Class Counsel” or “Plaintiff’s Counsel” means Outten & Golden
4 LLP, 601 Massachusetts Ave. NW, 2nd Floor West, Washington, DC 20001,
5 Crotty & Son Law Firm, PLLC, 905 W. Riverside Ave., Suite 404, Spokane, WA
6 99201, the Law Office of Thomas G. Jarrard LLC, 1020 N. Washington Street,
7 Spokane, WA 99201, and Michael Love Law, PLLC, 905 W. Riverside Avenue,
8 Suite 404, Spokane, WA 99201.

9 7. “Complaint” means the operative Third Amended Complaint filed on
10 March 15, 2017, ECF. No. 128, except where otherwise specified or clear from the
11 context.

12 8. “Court,” unless otherwise specified or clear from the context, means
13 the United States District Court for the Eastern District of Washington.

14 9. “Defendants” or “L-3” means L3 Technologies, Inc. (formerly known
15 as L-3 Communications Corp.), L-3 Communications Vertex Aerospace, LLC, and
16 L-3 Communications Integrated Systems L.P.

17 10. “Defendants’ Counsel” means Baker & Hostetler, LLP, 999 Third
18 Avenue, Suite 3600, Seattle, WA 98104.

19 11. “Effective Date of the Settlement Agreement” or “Effective Date”
20 means, if there is no appeal, thirty-one (31) days after Final Approval of the

1 Settlement Agreement, or, in the event of any appeal, ten (10) days after the
2 conclusion of any timely, unsuccessful appeal of Final Approval. When this
3 Agreement refers to the date on which the Agreement becomes “Effective,” such
4 date is the Effective Date.

5 12. “Escrow Account(s)” means the account(s) established pursuant to an
6 escrow deposit agreement among the Parties and an Escrow Agent into which the
7 \$2,000,000.00 Cash Settlement Amount is deposited by Defendants.

8 13. “Escrow Agent” means the person or entity designated by Lead Class
9 Counsel to hold the Settlement Fund.

10 14. “Fairness Hearing” means a hearing, on a date established by the
11 Court, in which the Court will hear from Counsel for the Parties and Settlement
12 Class Members about whether to approve the Settlement Agreement.

13 15. “Final Approval Date” means the date upon which the Court enters an
14 order granting Final Approval of the Settlement Agreement.

15 16. “Final Approval of the Settlement Agreement” or “Final Approval”
16 means the Court’s decision that the resolution of this Case, as reflected in the
17 Settlement Agreement, is fair, adequate, and reasonable pursuant to the provisions
18 of Rule 23 of the Federal Rule of Civil Procedure.

19 17. “Final Judgment” means the Final Judgment and Order of Dismissal
20 with Prejudice substantially in the form attached hereto as **Exhibit A**.

1 18. "ISR" means Intelligence, Surveillance, and Reconnaissance.

2 19. "ISR Programs" means Defendants' pilot programs flying ISR
3 missions outside the Continental United States, including the JM, S4, CH, Liberty
4 GOCO, MARSS, and SPYDR pilot programs.

5 20. "L-3/CC" means L3 Technologies, Inc., formerly known as L-3
6 Communications Corp.

7 21. "L-3/CIS" means L-3 Communications Integrated Systems, L.P.

8 22. "L-3/Vertex" means L-3 Communications Vertex Aerospace LLC.

9 23. "Lead Class Counsel" means Outten & Golden, PLLC.

10 24. "Net Settlement Fund" means the Settlement Fund minus any Court-
11 approved amounts deducted for attorneys' fees and expenses, any Service Awards,
12 and taxes and costs. The Net Settlement Fund does not include the Defendants'
13 share of any payroll taxes, which are to be separately paid by the Settlement
14 Administrator with funds provided by Defendants in connection with wage
15 payments made under this Settlement.

16 25. "Non-Hired Applicants" means persons who applied for a Senior Pilot
17 I position with one or more of Defendants' ISR Programs between January 1, 2011
18 and the date of the Motion for Preliminary Approval, and who were not hired by
19 any Defendant in a Senior Pilot I position during the same time period.
20

1 26. “Notice” means the Notice of Proposed Class Action Settlement and
2 Fairness Hearing, in accordance with Section V of this Agreement.

3 27. “Notice Mailing Date” means the date the Notice Packets are mailed
4 and/or sent via electronic communication in accordance with Section V.

5 28. “Notice Packet” means the Notice of Proposed Class Action
6 Settlement and Fairness Hearing and a Claim Form for each Claim and any
7 materials ordered or approved by the Court.

8 29. “Parties” means Plaintiff Nathan Kay and Defendants in this case. It
9 does not include Plaintiff J. Mitchell Hall, whose individual claims are not
10 addressed in this Class Settlement Agreement.

11 30. “Plaintiff” means Plaintiff Nathan Kay. It does not include Plaintiff J.
12 Mitchell Hall, whose individual claims are not addressed in this Class Settlement
13 Agreement.

14 31. “Programmatic Changes” means programmatic measures that the
15 Parties have agreed for L-3 Communications Integrated Systems, L.P. to make for
16 the benefit of Reservist applicants and employees. L-3 Communications Integrated
17 Systems, L.P. is the current operator of the ISR Programs within L3 Technologies,
18 Inc. and its various subsidiaries.

19 32. “Publication Notice” means Notice and associated materials approved
20 by the Court that will be posted on a website established by the Administrator.

1 33. “Qualified Settlement Fund” means any portion of the Settlement
2 Fund that qualifies as a Qualified Settlement Fund pursuant to Treas. Reg. §
3 1.468B-1.

4 34. “Related Parties” means Defendants’ respective former, present or
5 future parents, subsidiaries, divisions and affiliates and the respective present and
6 former employees, members, partners, principals, officers, directors, controlling
7 shareholders, attorneys, advisors, accountants, auditors, and insurers and reinsurers
8 of each of them; and the predecessors, successors, estates, spouses, immediate
9 family members, heirs, executors, trusts, trustees, administrators, agents, legal or
10 personal representatives and assigns of each of them, in their capacity as such.

11 35. “Released Claims” means any and all claims, rights, duties,
12 controversies, obligations, demands, actions, debts, sums of money, suits,
13 contracts, agreements, promises, damages, losses, judgments, liabilities,
14 allegations, arguments, and causes of action of every nature and description
15 (including Unknown Claims), whether arising under federal, state, local, common,
16 statutory, administrative, or foreign law, or any other law, rule or regulation, at law
17 or in equity, that arise out of or relate in any way to (1) the subject matter of this
18 Action, including but not limited to any and all allegations of discrimination based
19 on military status or service of Reservists in hiring for the Senior Pilot I position
20 during the Settlement Class Period; (2) the allegations in the Complaint; (3) any

1 decision by Defendants not to hire a Settlement Class Member for a Senior Pilot I
2 position during the Settlement Class Period based on their military status or
3 service; or (4) any alleged violation of USERRA, WLAD, or any other federal,
4 state, or local law for alleged hiring discrimination against Reservists based on
5 their military status or service during the Settlement Class Period.

6 36. “Released Persons” means Defendants and each and all of their
7 respective Related Parties.

8 37. “Reservist” means a member of the reserve components of the United
9 States Armed Forces, including the Army National Guard, Air National Guard,
10 Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve, or Coast
11 Guard Reserve.

12 38. “Senior Pilot I” means a pilot position with one of Defendants’ ISR
13 Programs flying King Air 350 planes outside the Continental United States in ISR
14 missions. A “Senior Pilot I” may also be referred to as a “Pilot 3” position.

15 39. “Service Award” means a monetary award to one or more of the
16 Settlement Class Representatives and the Service Award Class Members for their
17 services rendered and/or expenses incurred in pursuing the Case and negotiating
18 the Settlement on behalf of the Settlement Class.

1 40. “Settlement Class” means the settlement class defined in Section IV
2 of this Settlement, or a substantially similar definition approved by the Court that
3 is consistent with the terms of Section IV.

4 41. “Settlement Class Member” means any individual who satisfies the
5 definition of the Settlement Class defined in Section IV or satisfies a substantially
6 similar class definition approved by the Court.

7 42. “Settlement Class Period” means January 1, 2011 to the date of filing
8 of the Motion for Preliminary Approval.

9 43. “Settlement Class Representatives” means the Plaintiffs appointed by
10 the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure as
11 representatives of the Settlement Class.

12 44. “Settlement Fund” means the \$2,000,000.00 Cash Settlement
13 Amount, plus any earnings or interest accrued while in escrow.

14 45. “Unknown Claims” means any and all Released Claims that any of
15 the Parties or Settlement Class Members do not know or suspect to exist in his, her,
16 or its favor at the time of the release of the Released Persons, which, if known by
17 him, her, or it, might have affected his, her, or its settlement with and release of the
18 Released Persons, or might have affected his, her, or its decision(s) with respect to
19 the Settlement, including, but not limited to, whether or not to object to this
20 Settlement or to the release of the Released Persons. With respect to any and all

1 Released Claims, the Parties stipulate and agree that, upon the Effective Date, the
2 Parties shall expressly waive and each of the Settlement Class Members shall be
3 deemed to have, and by operation of the Judgment shall have, expressly waived the
4 provisions, rights, and benefits of California Civil Code §1542, which provides:

5 A general release does not extend to claims which the creditor does
6 not know or suspect to exist in his or her favor at the time of
executing the release, which if known by him or her must have
materially affected his or her settlement with the debtor.

7 With respect to any and all Released Claims, the Parties shall expressly
8 waive and each of the Settlement Class Members shall be deemed to have, and by
9 operation of the Judgment shall have, expressly waived any and all provisions,
10 rights, and benefits conferred by any law of any state or territory of the United
11 States, or principle of common law, which is similar, comparable or equivalent to
12 California Civil Code §1542. The Parties acknowledge that they may hereafter
13 discover facts in addition to or different from those which he, she, it or their
14 counsel now knows or believes to be true with respect to the subject matter of the
15 Released Claims, but the Parties shall expressly settle and release, and each
16 Settlement Class Member, upon the Effective Date, shall be deemed to have, and
17 by operation of the Judgment shall have, fully, finally, and forever settled and
18 released any and all Released Claims, known or unknown, suspected or
19 unsuspected, contingent or non-contingent, which now exist, or heretofore have
20 existed, upon any theory of law or equity now existing or coming into existence in

1 the future, including, but not limited to, conduct which is negligent, intentional,
2 with or without malice, or a breach of any duty, law or rule, without regard to the
3 subsequent discovery or existence of such different or additional facts. The Parties
4 acknowledge, and the Settlement Class Members shall be deemed by operation of
5 the Final Judgment to have acknowledged, that the foregoing waiver was
6 separately bargained for and is a key element of the Settlement of which this
7 release is a part.

8 46. "USERRA" means the federal Uniformed Services Employment and
9 Reemployment Rights Act of 1994, as amended.

10 47. "WLAD" means the Washington Law Against Discrimination,
11 Chapter RCW Chapter 49.60 RCW *et seq.*

12 III. RECITALS

13 1. On September 3, 2015, Plaintiff commenced this Litigation by filing a
14 complaint alleging that L-3/CC and two individual L-3/CIS employees violated
15 USERRA and the WLAD by using Plaintiff's status as a member of the
16 Washington Air National Guard as a motivating or substantial factor in deciding
17 not to hire Plaintiff for employment as a Senior Pilot I. The original complaint
18 alleged individual claims only.

19 2. On October 14, 2015, Plaintiff filed the First Amended Complaint,
20 removing the individual, non-corporate defendants as parties and adding L-

1 3/Vertex and L-3/CIS as defendants to the Litigation. On February 23, 2017, the
2 Court granted leave for Plaintiff to amend the complaint and docketed the Second
3 Amended Complaint, which added putative class claims brought by Plaintiff on
4 behalf of other Reservists denied employment as a Senior Pilot I by Defendants.
5 On March 15, 2017, Plaintiff filed a Third Amended Complaint (the "Complaint"),
6 which is the current operative complaint in the Litigation.

7 3. Plaintiff's Complaint sought, among other things, a declaration that
8 the Defendants' alleged acts violated USERRA and the WLAD, an order enjoining
9 Defendants from engaging in the conduct as described in the Complaint, and
10 economic damages. Plaintiff filed the Complaint as a putative class action
11 pursuant to Rule 23 of the Federal Rules of Civil Procedure and alleged that the
12 Case is maintainable as a class action under Rule 23(a) and Rule 23(b)(2) or Rule
13 23(b)(3).

14 4. Since the filing of the original complaint, the Parties engaged in
15 extensive discovery on both liability and damages.

16 5. On April 12, 2018, the Parties engaged in a mediation before mediator
17 Carol A. Wittenberg of JAMS in New York. This Settlement Agreement is the
18 result of terms agreed to by the Parties in follow-up negotiations after the
19 mediation.

1 6. Unless otherwise stated herein, the Parties intend this Settlement
2 Agreement to be a final and complete resolution of all claims asserted in this
3 Lawsuit by Plaintiff and the putative class and any subclass. The Parties agree that
4 the terms of the Settlement were negotiated in good faith at arm's length by the
5 Parties and were reached voluntarily after consultation with competent,
6 experienced legal counsel.

7 7. Defendants denied and continue to deny that they committed any act
8 or omission giving rise to liability under USERRA, WLAD, or any other
9 applicable law. They deny all claims in the Complaint and its prior versions and
10 deny that Plaintiff or Settlement Class Members were harmed as a result of any
11 conduct alleged in the Complaint. Defendants believe they have meritorious
12 defenses to all of the claims in the Litigation and are entering into this Settlement
13 to eliminate the burden and expense of future litigation.

14 8. Plaintiff believes that the terms of this Settlement Agreement are fair,
15 reasonable, and adequate to the Settlement Class as a whole; that this Settlement
16 Agreement provides substantial benefits to the Settlement Class; and that
17 settlement of the Case on the terms set forth in this Settlement Agreement is in the
18 best interests of the Settlement Class.

19 9. The Parties believe that by entering into this Settlement Agreement,
20 they will eliminate the burden and expense of further litigation for the Parties and

1 the Court, and that the approval of this Settlement Agreement is in the interests of
2 justice.

3 NOW, THEREFORE, in reliance on the mutual promises, covenants,
4 releases, and obligations as set out in this Settlement Agreement, and for good and
5 valuable consideration, the Parties hereby stipulate and agree that, subject to the
6 approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil
7 Procedure, the Litigation and the Released Claims shall be finally and fully
8 compromised, settled, and released, and the Litigation shall be dismissed with
9 prejudice, as to all Parties, upon and subject to the terms and conditions of this
10 Agreement.

11 IV. THE SETTLEMENT CLASS

12 1. **Settlement Class Definition.** Solely for purposes of settlement and
13 judicial approval of this Settlement Agreement, the Parties stipulate to the
14 certification of a settlement class pursuant to Federal Rules of Civil Procedure
15 23(a) and (b)(3) consisting of all persons who applied for a Senior Pilot I position
16 with one or more of Defendants' ISR Programs during the Settlement Class Period
17 of January 1, 2011 through the date of the Motion for Preliminary Approval, who
18 at the time of their applications were active or current Reservists during the
19 Settlement Class Period, and were not hired by any Defendant in a Senior Pilot I
20 position during the Settlement Class Period.

1 2. **Plaintiff's Motion for Class Certification.** Promptly after execution
2 of this Agreement, Class Counsel shall submit this Agreement together with its
3 Exhibits to the Court and shall apply for entry of an order (the "Preliminary
4 Approval Order"), substantially in the form of **Exhibit B**, requesting preliminary
5 approval of the Settlement Agreement, preliminary certification of the Settlement
6 Class pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure,
7 and approval of the dissemination of Notice in accordance with Section V.

8 3. **Parties' Cooperation.** Class Counsel and Defendants will cooperate
9 and use their best efforts to obtain certification of the Settlement Class. Neither
10 Class Counsel nor Defendants will take any action to discourage participation by
11 any Settlement Class Members in the Settlement. Defendants shall not oppose the
12 appointment of Class Counsel as the legal representatives of the Class or the
13 appointment of Nathan Kay, Adam Richter, and Stephen Leary as the Class
14 Representatives.

15 4. **Effect of Certification.** On the Effective Date of the Settlement
16 Agreement, Settlement Class Members who have not validly and timely excluded
17 themselves pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure and
18 any procedures mandated by the Court for opting out, will be bound by the terms
19 of the Settlement Agreement.

1 **V. NOTICE**

2 1. **Provision of Class Notice.** Upon entry of the Preliminary Approval
3 Order and receipt of the Class Data described in Paragraph 5 of this Section, Class
4 Counsel shall cause the Administrator to provide Notice to the Settlement Class as
5 follows: (1) electronic notice to all such Non-Hired Applicants for whom
6 electronic address information (*i.e.*, e-mail addresses) is available; and (2) direct
7 notice shall be provided by First Class Mail to all such Non-Hired Applicants for
8 whom an electronic address is not available or for whom an email address is
9 returned as undeliverable.

10 a. **Notices Delivered by Mail.** To the extent that the Notice is
11 delivered by U.S. mail, the Administrator will update the address via the
12 National Change of Address database or similar commercial source, and if a
13 new or additional address is identified the Administrator will mail the Notice
14 Packet to both the person's address from the last time the person applied to
15 work for Defendants and the new or additional address.

16 b. **Notices Delivered by Electronic Communication.** With
17 respect to any notice transmitted electronically, the electronic
18 communication will be entitled "Notice of USERRA Settlement with L-3,"
19 and will attach a copy of the Notice and the Claim Form. In the text of the
20 electronic communication will state the following:

1 Attached is important information about a class action
2 settlement regarding the hiring practices of L-3
3 Technologies, Inc. (formerly known as L-3
4 Communications Corporation), L-3 Communications
5 Integrated Systems L.P., and L-3 Vertex Aerospace LLC
6 with respect to National Guard or Reservist applicants
7 from January 1, 2011 to [the date of the Motion for
8 Preliminary Approval].

9 The settlement may affect your rights. If you are a
10 Settlement Class Member under the settlement, you may
11 be entitled to a payment if the settlement is approved by
12 the court. Please read the attached Court-ordered notice.
13 You should contact Class Counsel or the Settlement
14 Administrator with any questions. Their information is
15 provided in the attached Notice.

16 Immediately after this statement, the electronic communication will state the same
17 text as the first page of the court-approved Notice that provides a summary of the
18 Class Members' options and the relevant deadlines.

19 The Administrator will cause this electronic communication to be sent no
20 later than the date on which Notice is mailed by the Administrator, and will
provide a copy of the electronic communication to Defendants on the same day
that this electronic communication is transmitted. The Administrator will cause
the same electronic communication to be sent thirty (30) days after the initial
electronic communication was sent.

2. **Contents of Notice.** The Notice will be substantially similar to the
draft Notice in **Exhibit C** and contain a brief description of Plaintiff's claims, a
summary of the terms of the proposed Settlement, a description of the Settlement

1 Class, a description of how the Net Settlement Fund will be allocated, will identify
2 the settlement website maintained by the Administrator, and will provide
3 information about the Fairness Hearing to be held, as well as any other information
4 required by the Federal Rules of Civil Procedure, including Rule 23(c)(2), and any
5 information required by the Court. The Administrator shall also include a Claim
6 Form in the same mailing as the Notice when the Notice is sent.

7 **3. Publication Notice.**

8 a. **Website.** The Administrator will establish a dedicated website
9 containing the Settlement Class Notice and other information and documents
10 about the Settlement. The domain name, content and all documents will be
11 approved by Class Counsel and Defendants' Counsel. At a minimum, the
12 Settlement website will contain the Complaint, this Settlement Agreement,
13 the Settlement Class Notice, the Order on Preliminary Approval (and
14 Certification of the Settlement Class, if separate), Plaintiff's Motion for
15 Attorneys' Fees & Reimbursement of Expenses (when filed), Plaintiff's
16 Motion for Service Awards (when filed), any information or instructions
17 about how to submit a Claim Form and/or any related documentation,
18 contact information for Class Counsel and the Administrator, the Motion for
19 Final Approval (when filed), date, time and location of the Fairness Hearing,
20 the Order on Final Approval (when entered), any other orders related to

1 approval of the Settlement and instructions for Settlement Class Members
2 who failed to redeem checks to obtain Settlement monies. This Publication
3 website will not go live until the Administrator has transmitted the Direct
4 Notice and will remain live until the time for Settlement Class Members to
5 claim Unclaimed Funds, as specified in Section VIII, of this Agreement, has
6 expired.

7 **4. Costs of Notice.** Defendants and Plaintiff will jointly select an
8 Administrator and establish in cooperation with Class Counsel a budget for the
9 dissemination of Notice. Defendants will bear all reasonable costs incurred by the
10 Administrator to provide Notice to the Settlement Class.

11 **5. Class Data.** Within thirty (30) calendar days of the Court's
12 Preliminary Approval Order, Defendants shall, to the extent not already
13 transmitted, provide the Administrator with data regarding Non-Hired Applicants,
14 to the extent such information is reasonably available in Defendants' files: (1) the
15 last known or all known street mailing address; (2) the last known or all known
16 telephone number(s); and (3) all known e-mail address(es).

17 **6. Declaration Regarding Class Notice.** Within forty-five (45) days
18 after the date on which Notice is required to be sent, Class Counsel will file a
19 declaration with the Court confirming that the Notice and related information was
20 sent in accordance with the Preliminary Approval Order.

1 7. **Defendants Not Responsible For Notice:** It shall be the
2 Administrator's responsibility to disseminate Notice to the Settlement Class in
3 accordance with this Agreement and as ordered by the Court.

4 **VI. SETTLEMENT CONSIDERATION**

5 1. **Cash Settlement Amount.** No later than 10:00 a.m. Pacific Daylight
6 Time twenty-one (21) days following the Court's preliminary approval of the
7 Settlement, Defendants and/or their insurer will deposit the sum of Two Million
8 Dollars (\$2,000,000.00) into an interest-bearing Escrow Account designated by
9 Lead Class Counsel. Following the Effective Date, the Cash Settlement Amount,
10 together with any accrued interest, will be used to pay Settlement Class Members,
11 any award of attorneys' fees and costs to Class Counsel, any Service Awards to the
12 Settlement Class Representative and the Service Award Class Members, and any
13 taxes owed by the Settlement Fund (excluding all payroll taxes to be paid by
14 Defendants in connection with wage payments made under this Settlement). The
15 Defendants' share of any payroll taxes are to be separately paid by the Settlement
16 Administrator with funds provided by Defendants in connection with wage
17 payments made under this Settlement.

18 2. **Programmatic Changes.** In addition to and separate from the
19 \$2,000,000.00 Cash Settlement Amount, following the Effective Date, Defendant
20

1 L-3 Communications Integrated Systems, L.P. will implement the Programmatic
2 Changes, as set forth in **Exhibit D**.

3 **3. Costs Incurred By Defendants to Implement the Settlement.** Any
4 costs or payments incurred by Defendants relating to the implementation or
5 administration of making the Programmatic Changes will be separately paid or
6 borne by Defendants and shall not be paid from or included in the \$2,000,000.00
7 Cash Settlement Amount. In addition, Defendants shall solely bear the costs of
8 paying the Administrator to provide Notice to the Settlement Class. Such
9 Settlement administration costs will not be paid out of the Cash Settlement
10 Account or the Settlement Fund, but instead will be separately paid for or borne by
11 Defendants.

12 **VII. THE SETTLEMENT FUND**

13 **1. Payment of the Cash Settlement Amount.** The Cash Settlement
14 Amount will be deposited into an Escrow Account controlled by Lead Class
15 Counsel. The Cash Settlement Amount plus any earnings or interest on the Cash
16 Settlement while in Escrow will constitute the Settlement Fund. Defendants shall
17 have no obligation to make any payment into the Escrow Account other than the
18 Cash Settlement Amount and shall have no responsibility or liability with respect
19 to the Escrow Account or the monies maintained in the Escrow Account,
20 including, without limitation, any responsibility or liability related to any fees,

1 taxes, investment decisions, maintenance, supervision or distribution of any
2 portion of the Cash Settlement Amount.

3 2. **Before the Effective Date.** Before the Effective Date, the Settlement
4 Fund will be held in an interest-bearing Escrow Account controlled by Lead Class
5 Counsel.

6 3. **After the Effective Date.** After the Effective Date and until the
7 Settlement Fund is distributed, the Escrow Agent will comply with all terms of this
8 Agreement and will act only upon the direction of Lead Class Counsel and/or the
9 Court.

10 4. **Qualified Settlement Fund.** To the extent possible and at the earliest
11 date possible, the Settlement Fund or any portion of it that qualifies as a Qualified
12 Settlement Fund pursuant to Treas. Reg. § 1.468B-1 will be treated as a Qualified
13 Settlement Fund for federal income tax purposes pursuant to Treas. Reg. § 1.468B-
14 1. At all times, the Settlement Fund will be administered by Lead Class Counsel
15 under the authority of the Court.

16 **VIII. DISTRIBUTIONS FROM THE SETTLEMENT FUND**

17 1. **Before Final Approval.** Prior to Final Approval of the Settlement,
18 Lead Class Counsel will be authorized to withdraw money from the Escrow
19 Account to pay any actual or estimated taxes on any income earned by the
20

1 Settlement Fund and all related costs (including fees or costs to pay to prepare tax
2 filings).

3 **2. Payment of Attorneys' Fees & Expenses and Service Awards.**

4 Prior to distributing payments to the eligible Settlement Class Members who do
5 not opt out, Class Counsel's attorneys' fees and costs awarded by the Court shall
6 be paid from the Settlement Fund and any Service Awards awarded by the Court
7 shall be paid from the Settlement Fund.

8 **3. Payment of Taxes or Costs.** Prior to distributing payments to the
9 eligible Settlement Class Members who do not opt out, Lead Class Counsel will be
10 entitled to establish a reserve within the Settlement Fund to pay any applicable
11 taxes that are or will be owed (but are not yet due) by the Settlement Fund
12 (excluding all payroll taxes to be paid by Defendants in connection with wage
13 payments made under this Settlement, the Qualified Settlement Fund) or the
14 Escrow Account, and for any expenses related to payment of taxes and filing of
15 returns.

16 **4. Distribution and Allocation of the Net Settlement Fund to**
17 **Settlement Class Members.** After the payment of any Court-approved attorneys'
18 fees and expenses, Service Awards, and any taxes, the amount remaining in the
19 Settlement Fund ("the Net Settlement Fund") will be distributed in equal shares to
20 eligible Settlement Class Members who submit a timely Claim Form and related

1 documentation, and prove to the satisfaction of the Administrator that they are
2 members of the Settlement Class and were qualified for the Senior Pilot I position
3 (or an alternative share, should the Court require an alternative allocation of the
4 Net Settlement Fund among eligible Settlement Class Members who provided the
5 Administrator with a completed Claim Form). If the Court mandates an alternative
6 allocation of the Net Settlement Fund other than an equal share among Settlement
7 Class Members who proved their membership in the Settlement Class and
8 qualifications for the Senior Pilot I position to the satisfaction of the Administrator,
9 such a change to the allocation of the Net Settlement Fund shall not constitute a
10 material modification of the Settlement Agreement, will not void the Settlement,
11 and will not provide a basis for any of the Parties to withdraw from or void the
12 Settlement Agreement. The Settlement checks will be issued with a 365-day
13 expiration date.

14 **5. Effect of Failure to File a Claim Form.** Settlement Class Members
15 who neither timely opt-out nor timely present the Administrator with a completed
16 Claim Form shall, upon the Effective Date, be ineligible to receive any monetary
17 award pursuant to this Settlement Agreement but shall be bound by all of the terms
18 and conditions of this Settlement Agreement, including the waiver, release and
19 discharge of the Released Claims.

1 **6. Notification of Unredeemed Checks.** In the event that individual
2 Settlement Class Members fail to redeem/cash their respective Settlement checks
3 within 365 days after the checks are issued, and the aggregate amount of
4 Unclaimed Funds exceeds the amount it would cost to provide notice and related
5 administration, the Administrator will re-issue the checks to those Settlement Class
6 Members who have not redeemed the check — less the *pro rata* amount of the
7 costs for the Administrator to re-issue the check and issue an additional notice —
8 by first class mail directed to the Settlement Class Member's last known or
9 updated address along with a letter (hereinafter referred to as "the Letter") advising
10 them that if the checks are not redeemed/cashed within sixty (60) days, their share
11 of the Settlement monies will be given to a charitable non-profit organization
12 agreed to by the Parties. For the avoidance of doubt, any expense incurred by the
13 Administrator in connection with reissuing checks and additional notice pursuant
14 to this subsection shall be paid by the Settlement Fund and shall not be
15 Defendants' responsibility.

16 **7. Final Disposition of Unclaimed Monies.** In the event that some
17 Settlement Class Members have still failed to redeem their checks after issuance of
18 the Letter described in the prior paragraph, the remaining amounts (minus any
19 administrative costs) will be given to a charitable non-profit organization jointly
20 selected by the Parties.

1 **IX. SETTLEMENT ADMINISTRATION**

2 1. **Administrator Selection and Payment:** Defendants and Plaintiff
3 shall jointly select an Administrator, who shall be approved by the Court.
4 Defendants and Class Counsel will establish with the Administrator a reasonable
5 budget to disseminate Notice in accordance with this Agreement and the Court's
6 Preliminary Approval Order. Class Counsel shall engage the Administrator
7 pursuant to an engagement letter that is approved by and reasonably satisfactory to
8 Defendants. Any proposed Administrator will have experience administering
9 employment or employee benefit class action settlements, supervising and
10 administering large and complex settlement funds, and adjudicating claims. With
11 regards to the administration of the Settlement Fund, the Administrator will report
12 to Lead Class Counsel and the Court. Defendants shall pay all of the reasonable
13 costs and expenses of the Administrator pursuant to the terms of the engagement
14 letter. Notwithstanding the foregoing, Class Counsel shall be responsible for
15 overseeing the dissemination of Notice by the Administrator. Plaintiff and Class
16 Counsel shall not be responsible for paying the Administrator, and the Settlement
17 Fund shall not be used to pay the Administrator except under the limited
18 circumstance described in Section VIII, Paragraphs 6-7.

1 2. **Administration of Notice.** The Administrator will undertake the
2 following activities, consistent with the terms of this Settlement Agreement and
3 such other procedures required by the Court:

4 a. Email, print and/or mail the Settlement Class Notice Packet to the
5 Settlement Class Members in accordance with this Settlement
6 Agreement and any order of the Court, and undertake a single trace
7 and re-mailing for all undeliverable Notice Packets.

8 b. Track the status of emailing, mailing and re-mailing of Notice
9 Packets.

10 c. Establish a website until the time to claim Unclaimed Funds from
11 Defendants, specified in Section VIII, Paragraph 6 of this Agreement,
12 has expired.

13 d. Effect Publication Notice as specified in Section V, Paragraph 3.

14 e. File with the Court a declaration confirming compliance with the
15 procedures approved by the Court for providing Notice to the
16 Settlement Class.

17 3. **Administration of Settlement Fund:** The Administrator, as overseen
18 by Class Counsel, will undertake the following activities to administer this
19 Settlement Fund consistent with the terms of this Settlement and such other
20 procedures or provisions as established or approved by the Court:

- a. Provide Class Counsel and Defendants' Counsel with copies of all written objections to the Settlement Agreement, all Claim Forms submitted by individuals not previously identified as members of the Settlement Class, including all information submitted in connection with such claim form, and/or any request for exclusions from the Settlement Class.
- b. Make determinations as to whether persons are eligible Settlement Class Members who have submitted a completed Claim Form.
- c. Calculate the amounts to be allocated and distributed to the Settlement Class and issue such payments.
- d. Track the status of amounts to be disbursed to Settlement Class Members.
- e. Receive and track all Claim Forms received from Settlement Class Members.
- f. Provide monthly reporting to Defendants' Counsel and Class Counsel regarding the items above until the Effective Date, and thereafter provide quarterly reporting to Defendants' Counsel and Class Counsel until the Settlement Fund is entirely distributed.
- g. Prepare and file tax returns and other tax reporting with respect to the Settlement Fund.

1 h. File with the Court a declaration confirming compliance with the
2 procedures approved by the Court for making distributions from the
3 Settlement Fund to the Settlement Class.

4 i. Any other activities required of the Administrator in this Settlement
5 Agreement.

6 j. For purposes of evaluating whether an individual not previously
7 identified as a member of the Settlement Class is an eligible
8 Settlement Class Member, the Administrator, in consultation with
9 Class Counsel, shall have the following role under the Settlement
10 Agreement:

11 i. Adjudicate, in accordance with the guidelines set out below,
12 Claim Forms and additional documentation submitted by those
13 individuals.

14 ii. Communicate the decision as to whether such additional
15 individuals are Settlement Class Members Settlement Class
16 Members to Defendants' Counsel and Lead Class Counsel.

17 **X. THE SETTLEMENT CLAIMS PROCESS**

18 1. **Demonstrating Membership in the Settlement Class and**
19 **Entitlement to a Settlement Payment.** Any person who believes that he or she is
20 a member of the Class and met the qualifications for a Senior Pilot I position at the

1 time he or she applied shall have an opportunity to file a Claim Form and related
2 documentation in order to prove his or her membership in the Class and
3 qualifications for the Senior Pilot I position. Any person who proves his or her
4 membership in the Class and qualifications for the Senior Pilot I position to the
5 satisfaction of the Administrator shall receive an equal share of the Net Settlement
6 Fund (or an alternative portion of the Net Settlement Fund if the Court approves a
7 different allocation).

8 **2. The Process for Proving Class Membership and Entitlement to a**
9 **Settlement Payment.** To be considered by the Administrator, all Claim Forms
10 and related documentation must be submitted to the Administrator within 60 days
11 of the e-mailing and mailing of the Notice, or 45 days after a re-mailing of the
12 Notice, whichever is greater, or alternative deadlines established by the Court.
13 Within 30 days of receiving each Claim Form and any related documentation, the
14 Administrator shall review all Claim Forms and related documentation, and make
15 an initial determination as to whether each person's Claim Form and related
16 documentation proves that the person is a member of the Class and was qualified
17 for the Senior Pilot I position because (1) the person did apply for a Senior Pilot I
18 position during the Settlement Class Period, (2) the person was a current Reservist
19 at time of the application for a Senior Pilot I position during the Settlement Class
20 Period, and (3) the person was qualified for the Senior Pilot I position because the

1 person had at least 2,000 hours of total documented flight time and 500 hours of
2 fixed wing multi-engine flight time at the time of the application; however, if a
3 person had less than 2,000 hours of total documented flight time, the person shall
4 be considered qualified, for the purpose of this Settlement, if the person had (1)
5 experience flying ISR missions; (2) experience flying a King Air aircraft; or (3)
6 1,500 or more total hours, if the person applied between March 1, 2016 and March
7 14, 2017. If the Administrator's initial determination is that the person has proven
8 that he or she is a Member of the Settlement Class and the person was qualified for
9 the Senior Pilot 1 position, that determination will be the final determination for
10 that person. If the Administrator's initial determination is that a person has not
11 proven that he or she is a member of the Settlement Class and/or that her person
12 was qualified for the Senior Pilot I position, the Administrator shall communicate
13 with the person in writing to inform the person why he or she did not establish
14 membership in the Settlement Class or prove his or her qualifications for the
15 Senior Pilot 1 position, and give the person the opportunity to submit additional
16 information and/or remedy any curable deficiency in the Claim Form or supporting
17 documents. A person who receives a deficiency letter shall have twenty-one (21)
18 days from the date that the deficiency letter is e-mailed or mailed to the person to
19 submit a response via e-mail or U.S. mail (or an alternative amount of time
20 approved by the Court). The deficiency letter shall remind the person that the

1 failure to address any alleged deficiency in the Claim Form and related documents
2 will result in the person not being eligible to receive a payment under the
3 Settlement Agreement. If a person does not respond to a deficiency letter within
4 the prescribed time, the Administrator shall make a final determination that the
5 person has not proven membership in the Class or has not proven that he or she
6 was qualified for the Senior Pilot I position, and the person shall not receive a
7 payment under the Settlement. If the Administrator receives a timely response to a
8 deficiency letter, the Administrator will review the supplemental information
9 provided by the person and will then make a final determination about whether the
10 person has proven membership in the Class and/or or qualification for the Senior
11 Pilot I position. Each person who receives a final determination by the
12 Administrator that he or she has proven membership in the Class shall receive an
13 equal share of the Net Settlement Fund (or a different share should the Court
14 approve an alternative allocation). The Administrator's final determinations of
15 membership in the Settlement Class and qualifications for the Senior Pilot I
16 position are final, binding, and unreviewable. The Administrator shall have
17 discretion to grant reasonable extensions to deadlines for persons to file Claim
18 Forms and any related documentation or response to a deficiency letter.

1 **3. The Standards for Proving Membership in the Settlement Class**
2 **and Entitlement to a Settlement Payment.**

3 In order to prove membership in the Settlement Class and entitlement to a
4 settlement payment, each person must submit a completed Claim Form and related
5 documentation that provide substantial evidence that (1) the person did apply for a
6 Senior Pilot I position during the Settlement Class Period (“the First Criteria”), (2)
7 the person was a current Reservist at time of the application for a Senior Pilot I
8 position during the Settlement Class (“the Second Criteria”), and (3) the person
9 was qualified for the Senior Pilot I position, as described in Section X.2 (“the
10 Third criteria”).

- 11 a. **The First Criteria.** To show substantial evidence of the First Criteria,
12 the person must state in the Claim Form the general time frame in which
13 he or she applied for a Senior Pilot I position during the Settlement Class
14 Period. The Administrator will then ask Defendants to confirm whether
15 the person applied for a Senior Pilot I position during the Settlement
16 Class Period. If Defendants confirm that such an application occurred,
17 the first criteria of the Class Definition shall be deemed satisfied. If
18 Defendants cannot confirm that such an application occurred, the first
19 criteria of the Class Definition shall be deemed not satisfied. However,
20 under such circumstances the person will receive a deficiency letter and
 be given an opportunity to submit documentary evidence to prove that he

1 or she did apply for a Senior Pilot I position during the Settlement Class
2 Period.

3 **b. The Second Criteria.** To show substantial evidence of the Second
4 Criteria, the person must state in the Claim Form, the National Guard or
5 Reserve unit that he or she belonged to when he or she applied for a
6 Senior Pilot position during the Settlement Class Period, and must also
7 provide documentary evidence of the person's membership in that
8 National Guard or Reserve unit at that time. Such documentary evidence
9 includes a DD-214 Form or any other official document from the United
10 States Armed Forces that states or indicates that the person was an active
11 or current member of the relevant National Guard or Reserve unit at the
12 time of the Senior Pilot I application.

13 **c. The Third Criteria.** To show substantial evidence of the Third Criteria,
14 the person must state in the Claim Form how many total flight hours and
15 how many hours of fixed wing multi-engine time the person had at the
16 time of his or her application for a Senior Pilot I position, and provide
17 documentary evidence of the person's relevant flight hours. If the
18 person's flight hours were below 2,000 total hours at the time of his or
19 her application, the person must state in the Claim Form that he or she
20 had (1) experience flying ISR missions; (2) experience flying King Air

1 aircraft; or (3) more than 1,500 total flight hours, if he or she applied
2 between March 1, 2016 and March 14, 2017, and the person must
3 provide documentary evidence supporting such experience.
4 Documentary evidence includes a previously-prepared resume or flight
5 log that states the person's relevant flight hours, aircraft flown, or that
6 shows ISR experience. If the resume or flight log was not dated, the
7 class member may identify on the document the date or timeframe in
8 which the resume was current.

9 **XI. ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARDS**

10 1. **Award of Plaintiff's Counsel's Attorneys' Fees & Reimbursement**
11 **of Expenses.** Within the time period set by the Court, Class Counsel will be
12 entitled to file a request seeking an award of attorneys' fees and reimbursement of
13 expenses and costs from the Settlement Fund in an amount up to \$650,000.00,
14 subject to the approval of the Court. Any award of attorneys' fees or
15 reimbursement of expenses to Class Counsel will be paid out of the Settlement
16 Fund in an amount to be determined by the Court. The amount awarded by the
17 Court fully satisfies any obligation Defendants may have, or might incur, to pay
18 attorneys' fees and expenses on behalf of the Plaintiff, the Class Representatives,
19 Class Counsel, and Class for any and all work performed, and costs and expenses
20 incurred in the Litigation through the date of Final Approval of this Settlement.

1 2. **Service Awards.** Within the time period set by the Court, Class
2 Counsel will be entitled to file a request seeking reasonable Service Awards to be
3 paid out of the Settlement Fund to the Settlement Class Representatives in
4 recognition of the service that the Settlement Class Representatives have
5 performed on behalf of the Settlement Class and/or for reimbursement of their time
6 and expenses. The Service Awards shall not exceed \$20,000.00 for Nathan Kay
7 and \$10,000.00 for each of Adam Richter and Stephen Leary, and shall be subject
8 to the approval of and in an amount to be determined by the Court.

9 3. **Defendants' Non-Opposition.** Defendants will not take any position
10 with respect to Class Counsel's request for an award of attorneys' fees and
11 reimbursement of expenses in an amount up to \$650,000.00, or with respect to the
12 Settlement Class Counsel's request for Service Awards for the Settlement Class
13 Representative and Service Award Class Members.

14 4. **Timing of Payment of Attorneys' Fees & Expenses.** On the
15 Effective Date of the Settlement Agreement, Class Counsel will be entitled to a
16 disbursement from the Settlement Fund equal to the amount of attorneys' fees and
17 expenses awarded in the Court's Final Approval order and Class Counsel will be
18 entitled to distribute any Service Awards awarded in the Court's Final Approval
19 order to the Settlement Class Representatives. In the event that there is no appeal
20 of Final Approval, but an appeal solely on the issue of the amount of attorneys'

1 fees and expenses, then within thirty (30) days of the notice of appeal, Class
2 Counsel will be entitled to a disbursement from the Settlement Fund of such
3 amount of the attorneys' fees and/or such amount of expenses or costs as to which
4 there is no objection.

5 **5. Non-Materiality of Award of Attorneys' Fees And Expenses to**
6 **Approval of Settlement.** In the event that the Court refuses, in whole or in part, to
7 grant an award of attorneys' fees or expenses, or in the event that such award is
8 rejected or modified on appeal, such refusal, rejection, or modification will not
9 constitute a material modification of this Settlement Agreement, will not void this
10 Settlement Agreement, and will not provide a basis for any party to withdraw from
11 this Settlement Agreement.

12 **6. Defendants' Attorneys' Fees And Expenses.** Defendants will bear
13 their own attorneys' fees, expenses and costs related to the Litigation.

14 **XII. PROCEDURES GOVERNING APPROVAL OF THIS SETTLEMENT**

15 **1. Preliminary Approval.** Promptly after this Agreement is executed,
16 Class Counsel will submit this Settlement Agreement and its Exhibits to the Court
17 and shall file motions for preliminary approval of the Settlement, certification of
18 the Settlement Class, appointment of Plaintiff's Counsel as Class Counsel and
19 Plaintiffs Nathan Kay, Adam Richter, and Stephen Leary as Class Representatives,
20 approval of a plan for providing Notice to the Settlement Class Members, and

1 approval of an Administrator to perform their duties set forth in this Settlement
2 Agreement (“Motion for Preliminary Approval”). The Motion for Preliminary
3 Approval shall be accompanied by a Proposed Order in a form substantially similar
4 to **Exhibit B** and shall, among other things, provide for the following:

- 5 a. Certification of all the Claims on behalf of the Settlement Class for
6 settlement purposes pursuant to Rule 23(a) and (b)(3) of the Federal
7 Rules of Civil Procedure.
- 8 b. Appointment of Nathan Kay, Adam Richter, and Stephen Leary as
9 Class Representatives.
- 10 c. Appointment of Outten & Golden LLP as Lead Class Counsel.
- 11 d. Appointment of Outten & Golden LLP, Crotty & Son Law Firm,
12 PLLC, the Law Office of Thomas G. Jarrard LLC, and Michael Love
13 Law as Class Counsel.
- 14 e. Approval of the Notice of Proposed Class Action Settlement, Claim
15 Form, and Fairness Hearing.
- 16 f. Grant of preliminary approval to the Settlement Agreement and its
17 Exhibits.
- 18 g. Establishment of a date by which Notice will be provided to the
19 Settlement Class Members and the manner by which Notice will be
20 provided pursuant to Rule 23 of the Federal Rules of Civil Procedure.

1 h. Establishment of the date and procedure by which Settlement Class
2 Members must opt out of the Settlement Class and the Settlement
3 Agreement.

4 i. Establishment of the date and procedure by which Settlement Class
5 Members must submit a Claim Form with the Administrator.

6 j. Establishment of the date and procedure by which Settlement Class
7 Members who do not opt out may submit objections or comments to
8 the Settlement Agreement.

9 k. Appointment of an Administrator to perform its duties set forth in this
10 Settlement Agreement.

11 l. Establishment of the date for the Fairness Hearing at which time the
12 Court will determine whether the Settlement Agreement shall be
13 granted Final Approval under Federal Rule of Civil Procedure 23(e).

14 m. Establishment of the dates by which Class Counsel shall move for
15 Final Approval of the Settlement Agreement, for an award of
16 attorneys' fees and costs, and for Service Awards.

17 2. **Defendants' Non-Opposition.** Solely for purposes of settlement and
18 judicial approval of this Settlement Agreement, Defendants will not oppose
19 Plaintiff's Motion for Preliminary Approval of the Settlement Agreement,
20 certification of the Settlement Class, approval of the Notice, or appointment of

1 Lead Class Counsel and Class Counsel, or appointment of the Class
2 Representatives, so long as the motions seek relief that is consistent with the terms
3 of the Settlement Agreement.

4 3. **Declaration Regarding Class Notice.** No later than forty-five (45)
5 days after the date on which Notice is required to be provided, or another date
6 established by the Court, Lead Class Counsel will file with the Court a declaration
7 confirming that the Administrator has complied with the Notice procedures in this
8 Agreement as approved by the Court.

9 4. **Declaration Regarding Administrator Adjudications.** No later
10 than fourteen (14) days before the Fairness Hearing, or another date established by
11 the Court, the Administrator shall file with the Court a declaration confirming
12 compliance with the procedures approved by the Court for adjudicating any
13 Challenges with respect to Claims concerning the Settlement Fund, and
14 summarizing its determinations regarding persons' membership in the Class and its
15 bases for such determinations. If the determinations have not been fully completed
16 by fourteen (14) days before the Fairness Hearing, the declaration shall further
17 describe when all determinations shall be completed.

18 5. **Final Approval of the Settlement.** If the Court preliminarily
19 approves this Settlement and if no Party has exercised any right to terminate the
20 Settlement in accordance with the terms of this Agreement, Class Counsel will file

1 a Final Approval Motion requesting that the Court finally approve this Settlement
2 Agreement pursuant to Rule 23 of the Federal Rules of Civil Procedure. The Final
3 Approval Motion will seek entry of a Final Approval Order in a form agreed upon
4 by the Parties that will, among other things, require and/or provide for the
5 following:

6 a. Finally certify the claims on behalf of the Settlement Class and find
7 that all relevant elements of Rule 23(a) and (b)(3) of the Federal Rules
8 of Civil Procedure have been satisfied.

9 b. Order final approval of the Settlement set forth in this Settlement
10 Agreement and find that the Settlement is fair, reasonable and
11 adequate pursuant to Rule 23(e) of the Federal Rules of Civil
12 Procedure.

13 c. Find that the Settlement Class Notice met the requirements of Rule
14 23(c)(2) of the Federal Rules of Civil Procedure and due process.

15 d. Pursuant to Rule 23(c)(3) of the Federal Rules of Civil Procedure,
16 specify or describe those persons to whom Class Notice was directed
17 and who have not requested exclusion, and whom the Court finds to
18 be members of the Class.

1 e. Dismiss Plaintiff and the Settlement Class' Action against Defendants
2 with prejudice pursuant to Rules 41 and 23(e) of the Federal Rules of
3 Civil Procedure.

4 f. Enter Final Judgment approving the Settlement Agreement and fully
5 and finally releasing the Released Persons from the Released Claims
6 with respect to Plaintiff and members of the Settlement Class who do
7 not timely exclude themselves from the Settlement Class and
8 Settlement.

9 g. Approve Class Counsel's request for an award of attorneys' fees and
10 expenses.

11 h. Approve the Settlement Class Representatives' request for Service
12 Awards.

13 i. State that the Court will not retain continuing jurisdiction over this
14 Settlement Agreement after all payments to Settlement Class
15 Members have been made.

16 6. **Parties' Cooperation.** The Parties agree to take all actions necessary
17 to obtain approval of this Settlement Agreement consistent with their duties and
18 obligations to their clients and, as to Class Counsel, the Settlement Class.

XIII. RELEASE OF CLAIMS

1. **Release by Plaintiff & the Settlement Class.** Upon the Effective Date of this Settlement Agreement, Plaintiff and all Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Persons. Upon the Effective Date, all Settlement Class Members who do not file a timely request to exclude themselves from the Settlement Class and Settlement and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Persons.

2. **Claims Excluded From Release.** The following claims are not within the scope of the Released Claims and are not released by virtue of this Settlement:

a. Any action to enforce the terms of this Settlement Agreement by Plaintiff, Defendants, Class Counsel, or any Settlement Class Member.

b. Any claim by any person who successfully opts out of the Settlement Class pursuant to the deadlines and procedures established by the Court.

1 **XIV. CONDITIONS OF THE SETTLEMENT**

2 1. **Court Approval.** Each of the following is an express condition of
3 Settlement: (a) the Court certifies this Action on behalf of the Settlement Class is
4 substantially the same as defined in this Settlement Agreement; (b) the Court
5 enters the Preliminary Approval Order substantially in the form required by this
6 Agreement; and (c) the Court enters the Final Approval Order substantially in the
7 form required by this Settlement Agreement. In the event that any one of these
8 conditions is not met, either Class Counsel or Defendants may elect to terminate
9 this Settlement so long as they provide written notice of their intent to do so within
10 fourteen (14) days of the order or event that is the reason for the termination.

11 2. **Effect of Exclusion of Settlement Class Members.** In the event that
12 a Class is certified in a manner that permits persons meeting the Settlement Class
13 Definition to exclude themselves from the Settlement Class, as contemplated by
14 this Agreement, Defendants shall have the right to terminate the Settlement under
15 the terms and conditions set forth in the Confidential Supplemental Agreement. In
16 order to exercise that right, Defendants must notify Class Counsel of their intent to
17 terminate the Settlement by sending written notice to Class Counsel by the later of
18 fourteen (14) days after the deadline established by the Court for eligible
19 Settlement Class Members to opt out or, if all such exclusions are not received by
20

1 that date, fourteen (14) days after the last exclusion, which the Court permits as a
2 valid and timely exclusion, is received by Defendants' counsel.

3 **3. Effectiveness of Notice of Termination.** In the event that Defendants
4 exercise any right to terminate the Settlement Agreement, such notice of
5 termination will become effective to void this Settlement unless the Parties reach a
6 written agreement within forty-five (45) days of the Notice of Termination to
7 modify the Settlement Agreement to resolve the issue.

8 **4. Effect of Termination.** If Class Counsel or Defendants exercise any
9 right to terminate the Settlement as set forth in this Agreement prior to the entry of
10 Final Judgment, or if this Settlement Agreement is not granted Final Approval by
11 the Court or for any other reason is terminated or fails to become effective in
12 accordance with its terms, or, if following Final Approval by the Court, such
13 approval is reversed on appeal or substantively modified, (a) the terms and
14 provisions of this Settlement Agreement shall have no force or effect and shall not
15 be used in this Action or in any proceeding for any purpose; (b) the parties shall be
16 restored to their respective positions that existed in this Action prior to entering
17 into this Settlement Agreement; and (c) any amounts paid into the Escrow Account
18 and/or the Settlement Fund, including the interest earned by the Settlement Fund
19 through the date of termination or withdrawal (less any reasonable expenses
20 incurred by Lead Class Counsel, as set forth in this Agreement, as of the date of

1 termination or withdrawal) shall be returned to Defendants and/or their insurer
2 within five (5) business days.

3 **XV. NO ADMISSION OF LIABILITY**

4 This Settlement Agreement does not constitute any admission by Defendants
5 as to the validity, merits, accuracy, or truth of any allegation made in the operative
6 Complaint or its prior versions or as to any finding of fault, liability, wrongdoing,
7 or damage whatsoever. To the contrary, Defendants deny in full the allegations
8 against them in this Action.

9 **XVI. NONDISPARAGEMENT AND CONFIDENTIALITY**

10 1. **Mutual Nondisparagement.** Plaintiff, Adam Richter, Stephen Leary,
11 and Class Counsel, shall not make any disparaging statements about Defendants
12 with respect to matters relating to the Case, the Released Claims or the Settlement;
13 provided, however, this does not prevent Plaintiff, Adam Richter, Stephen Leary,
14 and Class Counsel from describing the factual and legal allegations asserted in the
15 Case. Defendants, including Defendants' Counsel, will not make any disparaging
16 remarks about Plaintiff, Adam Richter, Stephen Leary, or Class Counsel; provided,
17 however, this does not prevent Defendants from stating that they vigorously denied
18 and continue to deny the allegations in the Complaint or from describing the
19 factual and legal allegations Defendants have made in the Case.

1 2. **Public Statements About the Settlement.** Plaintiff Nathan Kay,
2 Adam Richter, Stephen Leary, Class Counsel, Defendants' Counsel, and
3 Defendants shall not make or cause to be made any public statement or comment
4 regarding the Settlement until Plaintiff files his Motion for Preliminary Approval
5 of the Settlement (except as otherwise mutually agreed to by the parties in a status
6 report to the Court). After the filing of the Motion for Preliminary Approval,
7 Plaintiff, Adam Richter, Stephen Leary, Class Counsel, Defendants' Counsel, and
8 Defendants will not characterize the Settlement Class Settlement as a win on the
9 merits (or a loss on the merits) by any Party, but rather as a settlement that is fair,
10 adequate, and reasonable to the proposed Class. At least one (1) day before a Party
11 issues any press release (or public statement that is made generally available to the
12 media) about the Settlement, the Parties will exchange drafts to ensure that their
13 releases or statements are consistent with the terms of this Paragraph.

14 **XVII. MISCELLANEOUS PROVISIONS**

15 1. **No Party is the Drafter.** This Settlement Agreement is deemed to
16 have been drafted by all Parties, as a result of arm's-length negotiations among the
17 Parties. Whereas all Parties have contributed substantially and materially to this
18 Settlement Agreement, it shall not be construed more strictly against one Party
19 than another.
20

1 2. **Headings.** The headings in this Settlement Agreement are used for
2 purposes of convenience and ease of reference only and are not meant to have any
3 legal effect, nor are they intended to influence the construction of this Settlement
4 Agreement in any way.

5 3. **Governing Law.** All terms of this Settlement Agreement shall be
6 governed by and interpreted according to the laws of the State of Washington.

7 4. **Binding Effect.** This Settlement Agreement shall be binding upon,
8 and inure to the benefit of, the successors, assigns, executors, administrators, heirs,
9 legal representatives, employees, agents, and officers of the Parties, provided,
10 however, that no assignment by any Party shall operate to relieve such party of its
11 obligations hereunder. Settlement Class Members are not third-party beneficiaries
12 of the Settlement Agreement and have no individual right to enforce its terms.
13 Only Defendants and the Class Representatives may enforce the terms of this
14 Settlement.

15 5. **Counterparts.** This Settlement Agreement may be executed in one or
16 more original, photocopied, or facsimile counterparts. All executed counterparts
17 and each of them shall be deemed to be one and the same instrument.

18 6. **No Tax Advice.** No opinion or advice concerning the tax
19 consequences of the Settlement Agreement has been given or will be given by
20 counsel involved in the Case to Defendants, the Settlement Class, or the Settlement

1 Class Representatives. Nor is any representation or warranty in this regard made
2 by or to anyone by virtue of this Settlement Agreement. The tax obligations of
3 Plaintiff, Defendants, the Settlement Class Members, the Settlement Class
4 Representatives, and Class Counsel, and the determination thereof are the sole
5 responsibility of each of them, except that the Settlement Fund shall be used to
6 withhold and remit to the relevant tax authorities the employee's share of any
7 relevant payroll taxes on payments that Settlement Class Members receive under
8 the Settlement Agreement. The Defendants' share of any payroll taxes are to be
9 separately paid by the Settlement Administrator with funds provided by
10 Defendants in connection with wage payments made under this Settlement.

11 7. **Exhibits.** All of the Exhibits attached hereto and identified herein are
12 hereby incorporated by reference as though fully set forth herein.

13 8. **Modification.** This Settlement Agreement may be amended or
14 modified only by written instrument signed by, or on behalf of, Lead Class
15 Counsel on behalf of Plaintiff and the Settlement Class or by Defendants' Counsel
16 on behalf of Defendants.

17 9. **Entire Agreement.** This Settlement Agreement constitutes the entire
18 Agreement among the Parties, and no representations, warranties or inducements
19 have been made by or to any Party concerning this Settlement Agreement, other
20 than the representations, warranties, and covenants contained and memorialized in

1 such documents. In the event of any conflicts between this Settlement Agreement
2 and any other document, this Settlement Agreement shall control.

3 10. **Waiver.** The waiver by one Party of any breach of this Settlement
4 Agreement by any other Party shall not be deemed a waiver of any other breach of
5 this Settlement Agreement. The provisions of this Settlement Agreement may not
6 be waived except by a writing signed by the affected Party, or counsel for that
7 affected Party, or orally on the record in court proceedings.

8 11. **Fees & Expenses.** In addition to paying the expenses and costs set
9 forth above, Defendants shall bear their own attorneys' fees, costs, and expenses in
10 this Case. Except as provided in this Settlement Agreement, Plaintiff, the
11 Settlement Class, and the Settlement Class Representative shall bear their own
12 attorneys' fees, costs, and expenses in this Case.

13 12. **Jurisdiction.** The Court shall only exercise jurisdiction over this
14 action for sixty (60) days after the date of Final Approval, by which time all
15 payments to Class Members will have occurred. After 60 days beyond the Final
16 Approval date, the Parties do not agree to submit to the jurisdiction of the Court
17 regarding any of the terms of this Settlement Agreement, including disputes
18 relating to implementing and enforcing the settlement embodied in this Settlement
19 Agreement. However, the terms of this Settlement Agreement will be enforceable
20 in an appropriate court of law.

1 **13. Enforcement of the Settlement Agreement.** In the event that any
2 Party brings an action to enforce any term of this Settlement Agreement, the
3 substantially prevailing Party will be entitled to attorneys' fees and expenses, so
4 long as that Party attempted to resolve the issue in good faith prior to filing the
5 action.

6 **14. Authorization.** Each signatory to this Settlement Agreement
7 represents that he, she, or it is authorized to enter into this Settlement Agreement
8 on behalf of the respective Parties he, she, or it represents.

9 **15. Return of Discovery Material.** Class Counsel shall return, or certify
10 in writing the destruction of, all discovery materials produced by Defendants
11 (electronic, hard copy, testimonial or documentary), including discovery material
12 in the possession of third-party advisors, law firms, or experts, within no more than
13 ninety (90) days of the Effective Date. Class Counsel need not return or destroy
14 discovery materials that have been publicly filed in the Litigation.

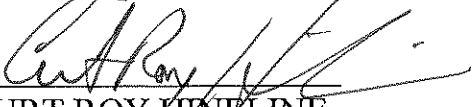
15 **16. Extensions of Time.** The Parties may agree to extend any deadline
16 required by this Settlement Agreement that is not a deadline set by the Court. For
17 any deadline set by the Court, the Parties may request any reasonable extension of
18 time from the Court that might be necessary to carry out any of the provisions of
19 this Settlement Agreement.
20

1 **17. Calculation of Time.** References in this Settlement Agreement to
2 time and mailing shall be construed in the following manner. All time periods in
3 this Settlement Agreement that are stated in terms of days are calendar days, unless
4 otherwise specified in this Settlement Agreement. Unless otherwise specified in
5 this Settlement Agreement, a document shall be deemed timely if it is received,
6 postmarked, or bears a similar reliable verification of delivery before the expiration
7 of the applicable period, or in the absence of a legible postmark, if it is received by
8 mail within three (3) days of the expiration of the applicable period. The first day
9 counted shall be the day after the event from which the time period begins to run
10 and the last day of the period shall be included, unless it falls on a Saturday,
11 Sunday, or Federal holiday, in which case the time period shall be extended to
12 include the next business day.

13 **18. Notice.** Whenever this Settlement Agreement provides for notice to be
14 given to the Parties, such notice shall be served on the Parties' respective counsel
15 at the address below (unless the Party provides written notice otherwise).
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1 IT IS HEREBY AGREED by the undersigned on behalf of their respective
2 client(s).

3 Respectfully executed this 12th day of October, 2018

4 
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6 JAMES R. MORRISON
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10 *Attorneys for Plaintiffs*
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EXHIBIT A

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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE EASTERN DISTRICT OF WASHINGTON**

8 J. MITCH HALL and NATHAN KAY,
9 Plaintiffs,

10 vs.

11 L-3 COMMUNICATIONS
12 CORPORATION; L-3
13 COMMUNICATIONS VERTEX
14 AEROSPACE, LLC and L-3
COMMUNICATIONS INTEGRATED
SYSTEMS L.P.,
Defendants.

Case No. 2:15-cv-00231-SAB

**[PROPOSED] FINAL APPROVAL
ORDER AND FINAL JUDGMENT**

15 This matter came before the Court for hearing pursuant to the Order
16 Granting Plaintiff Kay's ("Plaintiff") Unopposed Motion for Preliminary Approval
17 of Class Action Settlement and Motion for Preliminary Class Certification of
18 Settlement Class ("Preliminary Approval Order"), dated _____, on the
19 application of the Settling Parties for approval of the Settlement dated October 12,
20 2018 (the "Settlement"). Due and adequate notice having been given to the

1 Settlement Class as required in said Order, and the Court having considered all
2 papers filed and proceedings had herein and otherwise being fully informed in the
3 premises and good cause appearing therefore, IT IS HEREBY ORDERED,
4 ADJUDGED, AND DECREED that:

5 1. This Final Approval Order and Final Judgment (“Judgment”)
6 incorporates by reference the definitions in the Settlement, and all terms used
7 herein shall have the same meanings as set forth in the Settlement, unless
8 otherwise set forth herein.

9 2. This Court has jurisdiction over the subject matter of the Litigation
10 and over all Settling Parties to the Litigation, including all Settlement Class
11 Members.

12 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this
13 Court hereby affirms its determinations in the Preliminary Approval Order and
14 finally certifies for purposes of settlement only, a Settlement Class defined as all
15 persons who applied for a Senior Pilot I position with one or more of Defendants’
16 Intelligence, Surveillance, and Reconnaissance (“ISR Programs”) between January
17 1, 2011 and the date of the Motion for Preliminary Approval, who at the time of
18 their application were active or current Reservists and were not hired by any
19 Defendant in a Senior Pilot I position. “Reservist” means a member of the reserve
20 components of the United States Armed Forces, including the Army National

1 Guard, Air National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve,
2 Air Force Reserve, or Coast Guard Reserve. “Senior Pilot I” means a pilot
3 position with one of Defendants’ ISR Programs flying King Air 350 planes outside
4 the Continental United States. A “Senior Pilot I” may also be referred to as a
5 “Pilot 3” position.

6 4. Excluded from the Settlement Class are those Settlement Class
7 Members who excluded themselves by submitting a timely and valid request for
8 exclusion in accordance with the requirements set forth in the Notice. The
9 individuals who are excluded from the Settlement Class are _____, _____,
10 _____, and _____.

11 5. For purposes of settlement only, the Court hereby affirms its
12 determinations in the Preliminary Approval Order and finds that the prerequisites
13 for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil
14 Procedure have been satisfied in that: (a) the Members of the Settlement Class are
15 so numerous that joinder of all Settlement Class Members in the class action is
16 impracticable; (b) there are questions of law and fact common to the Settlement
17 Class, which predominate over any individual question; (c) the claims of the
18 Plaintiff are typical of the claims of the Settlement Class Members; (d) Plaintiff
19 and his counsel have fairly and adequately represented and protected the interests
20 of the Settlement Class Members; and (e) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy,
2 considering: (i) the interests of the members of the Settlement Class in individually
3 controlling the prosecution of the separate actions, (ii) the extent and nature of any
4 litigation concerning the controversy already commenced by Members of the
5 Settlement Class, and (iii) the desirability or undesirability of concentrating the
6 litigation of these claims in this particular forum.

7 6. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby
8 approves the Settlement and finds that said Settlement is, in all respects, fair,
9 reasonable, and adequate to the Settlement Class.

10 7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court
11 finds that the Settlement is fair, reasonable, and adequate as to each of the Settling
12 Parties, and that the Settlement is hereby finally approved in all respects, and the
13 Settling Parties are hereby directed to perform its terms.

14 8. Accordingly, the Court authorizes and directs implementation of all
15 the terms and provisions of the Settlement, as well as the terms and provisions
16 hereof. The Court hereby dismisses, as to Defendants, the Litigation and all
17 Released Claims of the Settlement Class with prejudice, without costs as to any of
18 the Released Persons. This dismissal does not include the claims of Plaintiff J.
19 Mitch Hall, who is not a party to this Settlement.

20 9. Upon the Effective Date hereof, and as provided in the Settlement,

1 Plaintiff and each of the Settlement Class Members, other than those who have
2 excluded themselves by submitting a timely and valid request for exclusion (as
3 identified above), their successors, assigns, executors, administrators, heirs, legal
4 representatives, employees, agents, and officers, shall be deemed to have, and by
5 operation of this Final Judgment have, fully, finally and forever released,
6 relinquished, and discharged Defendants and their respective former, present or
7 future parents, subsidiaries, divisions and affiliates and the respective present and
8 former employees, members, partners, principals, officers, directors, controlling
9 shareholders, attorneys, advisors, accountants, auditors, and insurers and reinsurers
10 of each of them; and the predecessors, successors, estates, spouses, immediate
11 family members, heirs, executors, trusts, trustees, administrators, agents, legal or
12 personal representatives and assigns of each of them (collectively “Released
13 Persons”), in their capacity as such, the following (the “Released Claims”):

14 any and all claims, rights, duties, controversies, obligations, demands,
15 actions, debts, sums of money, suits, contracts, agreements, promises,
16 damages, losses, judgments, liabilities, allegations, arguments, and
17 causes of action of every nature and description (including Unknown
18 Claims), whether arising under federal, state, local, common,
19 statutory, administrative, or foreign law, or any other law, rule or
20 regulation, at law or in equity, that arise out of or relate in any way to
(1) the subject matter of this Action, including but not limited to any
and all allegations of discrimination based on military status or service
of Reservists in hiring for the Senior Pilot I position during the
Settlement Class Period; (2) the allegations in the Complaint; (3) any
decision by Defendants not to hire a Settlement Class Member for a
Senior Pilot I position during the Settlement Class Period based on
their military status or service; or (4) any alleged violation of

1 USERRA, the WLAD, or any other federal, state, or local law for
2 alleged hiring discrimination against Reservists based on their military
status or service during the Settlement Class Period.

3 10. Upon the Effective Date hereof, Plaintiff and each of the Settlement
4 Class Members, other than those who excluded themselves by submitting a timely
5 and valid request for exclusion (as identified above), shall be permanently barred
6 and enjoined from the assertion, institution, maintenance, prosecution, or
7 enforcement against any Released Person, in any state or federal court or arbitral
8 forum, or in the court of any foreign jurisdiction, of any and all Released Claims
9 (including, without limitation, Unknown Claims), as well as any claims arising out
10 of, relating to, or in connection with, the defense, settlement, or resolution of the
11 Litigation or the Released Claims against the Released Persons, Plaintiff and/or
12 Class Counsel, except for claims relating to the enforcement of the Settlement,
13 whether or not such Settlement Class Member executes and delivers the Claim
14 Form and Release or receives any proceeds of the Settlement.

15 11. The Notice of Pendency and Proposed Settlement of Class Action
16 given to the Settlement Class in accordance with the Preliminary Approval Order
17 was the best notice practicable under the circumstances, including the individual
18 notice to all potential Settlement Class Members who could be identified through
19 reasonable effort. Said notice provided the best notice practicable under the
20 circumstances of those proceedings and of the matters set forth therein, including

1 the proposed Settlement, to all Persons entitled to such notice, and said notice fully
2 satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements
3 of due process, and all other applicable law and rules.

4 12. The Court hereby grant's Class Counsel's Motion for Attorneys' Fees
5 and Expenses in the amount of \$650,000 and Service Awards of \$20,000 for
6 Nathan Kay, \$10,000 for Adam Richter, and \$10,000 for Stephen Leary.

7 13. Any plan of allocation or distribution of the Net Settlement Fund
8 approved by the Court or any order entered regarding any requested attorneys' fees
9 and expenses and/or service awards shall in no way disturb or affect this Judgment.

10 14. This Court retains exclusive jurisdiction over this action for sixty (60)
11 days after the date of this Order.

12 15. In the event that the Settlement does not become effective in
13 accordance with the terms of the Settlement, or the Effective Date does not occur,
14 or in the event that the Settlement Fund, or any portion thereof, is returned to
15 Defendants or its insurers, then this Judgment shall be rendered null and void to the
16 extent provided by and in accordance with the Settlement and shall be vacated and,
17 in such event, all orders entered and releases delivered in connection herewith shall
18 be null and void to the extent provided by and in accordance with the Settlement.

19 16. Without further order of the Court, the Settling Parties may agree to
20 reasonable extensions of time to carry out any of the provisions of the Settlement.

1 The Court directs immediate entry of this Judgment by the Clerk of the
2 Court. IT IS SO ORDERED.

3
4 SIGNED THIS _____ day of _____, ____.

5
6 _____
7 The Honorable Stanley A. Bastian
United States District Judge

8 Presented by:

9 /s/ Peter Romer- Friedman
Peter Romer-Friedman (*pro hac vice*)
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5 *Attorneys for Plaintiff and Proposed Class*

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EXHIBIT B

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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE EASTERN DISTRICT OF WASHINGTON**

8 J. MITCH HALL and NATHAN KAY,
9 Plaintiffs,

10 vs.

11 L-3 COMMUNICATIONS
12 CORPORATION; L-3
13 COMMUNICATIONS VERTEX
14 AEROSPACE, LLC and L-3
COMMUNICATIONS INTEGRATED
SYSTEMS L.P.,
Defendants.

Case No. 2:15-cv-00231-SAB

**[PROPOSED] ORDER GRANTING
PLAINTIFF KAY'S UNOPPOSED
MOTION FOR CONDITIONAL
CERTIFICATION OF
SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF
SETTLEMENT**

15 WHEREAS, on October 12, 2018, parties to the above-entitled action (the
16 "Litigation"), Nathan Kay ("Plaintiff"¹) and Defendants L-3 Communications
17 Corporation (now known as L3 Technologies, Inc.), L-3 Communications Vertex
18 Aerospace, LLC, and L-3 Communications Integrated Systems (the "Defendants,"
19

20 ¹ Plaintiff J. Mitch Hall is not a party to this Settlement Agreement and his claims are unaffected by this Order, except that all case deadlines related to Hall's claims are stayed in accordance with this order.

1 collectively with Plaintiff, the “Parties”) entered into a proposed settlement,
2 settling Kay’s claims and all putative class claims in this Litigation (the
3 “Settlement”), which is subject to review under Rule 23 of the Federal Rules of
4 Civil Procedure and which, together with the Exhibits thereto, sets forth the terms
5 and conditions for the proposed settlement of Kay’s and all putative class claims
6 alleged in the Third Amended Complaint on the merits and with prejudice;

7 WHEREAS, the Court having read and considered the Settlement and the
8 accompanying documents;

9 WHEREAS, the Settling Parties to the Settlement having consented to the
10 entry of this Order;

11 WHEREAS, unless otherwise specified all capitalized terms used, but not
12 otherwise defined, herein having the meanings defined in the Settlement;

13 NOW THEREFORE, IT IS HEREBY ORDERED, this _____ day of
14 _____, 2018, that:

15 1. The Court hereby preliminarily approves the Settlement set forth
16 therein as being fair, reasonable, and adequate to Settlement Class Members
17 (defined in ¶ 2 below), subject to further consideration at the Fairness Hearing
18 described in ¶ 6 below.

19 2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil
20 Procedure, and for the purposes of the Settlement only, the Litigation is hereby

1 certified as a class action on behalf of all persons who applied for a Senior Pilot I
2 position with one or more of Defendants' Intelligence, Surveillance, and
3 Reconnaissance ("ISR Programs") between January 1, 2011 and October 12,
4 2018, who at the time of their application were active or current Reservists and
5 were not hired by any Defendant in a Senior Pilot I position. "Reservist" means a
6 member of the reserve components of the United States Armed Forces, including
7 the Army National Guard, Air National Guard, Army Reserve, Navy Reserve,
8 Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve. "Senior Pilot
9 I" means a pilot position with one of Defendants' ISR Programs flying King Air
10 350 planes outside the Continental United States. A "Senior Pilot I" may also be
11 referred to as a "Pilot 3" position.

12 3. Excluded from the Settlement Class are those Settlement Class
13 Members who exclude themselves by submitting a timely and valid request for
14 exclusion in accordance with the requirements set forth in the Notice (defined in ¶
15 8 below).

16 4. The Court finds, for the purposes of the Settlement only, that the
17 prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules
18 of Civil Procedure have been satisfied in that: (a) the number of Settlement Class
19 Members is so numerous that joinder of all members is impracticable; (b) there
20 are questions of law and fact common to the Settlement Class; (c) the Plaintiff's

1 claims are typical of the claims of the Settlement Class they seek to represent; (d)
2 Plaintiff and Lead Class Counsel have and will fairly and adequately represent the
3 interests of the Settlement Class; (e) the questions of law and fact common to
4 Settlement Class Members predominate over any questions affecting only
5 individual Settlement Class Members; and (f) a class action is superior to other
6 available methods for the fair and efficient adjudication of the controversy.

7 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for
8 the purposes of the Settlement only, Plaintiff Kay is certified as the class
9 representative. The Court further finds that Plaintiff's Counsel are adequate class
10 counsel and are hereby appointed as Class Counsel.

11 6. A hearing (the "Fairness Hearing") pursuant to Rule 23(e) of the
12 Federal Rules of Civil Procedure is hereby scheduled to be held before the Court
13 on _____, 2018, at _____m. PST for the following purposes:

14 a) to finally determine whether this Litigation satisfies the applicable
15 prerequisites for class action treatment under Rules 23(a) and
16 (b)(3) of the Federal Rules of Civil Procedure;

17 b) to determine whether the proposed Settlement is fair, reasonable,
18 and adequate to Settlement Class Members, and should be
19 approved by the Court;

20 c) to determine whether the Judgment as provided under the

1 Settlement should be entered, dismissing the complaint filed
2 herein, on the merits and with prejudice, and to determine whether
3 the release by the Settlement Class of the Released Claims, as set
4 forth in the Settlement, should be provided to the Released
5 Persons;

6 d) to determine whether the proposed distribution of the proceeds of
7 the Settlement is fair and reasonable, and should be approved by
8 the Court;

9 e) to consider Class Counsel's motion for an award of attorneys' fees
10 and expenses;

11 f) to consider Class Counsel's motion for Service Awards to Class
12 Representatives, Nathan Kay, Adam Richter, and Stephen Leary
13 for their assistance in the Litigation; and

14 g) to rule upon such other matters as the Court may deem
15 appropriate.

16 7. The Court reserves the right to approve the Settlement, including, if
17 appropriate, with any such modifications as may be agreed to by the Parties
18 without further notice to the Settlement Class. The Court further reserves the right
19 to enter its Judgment approving the Settlement and dismissing the Complaint on
20 the merits and with prejudice regardless of whether it has approved the Plan of

1 Allocation or awarded attorneys' fees and expenses.

2 8. The Court approves the form, substance, and requirements of: the
3 Notice of Proposed of Class Action Settlement (the "Notice") and the Claim
4 Form, annexed to the Settlement as Exhibit A and finds that the form, content, and
5 mailing and distribution of the Notice, and publishing of the Notice substantially
6 in the manner and form set forth in ¶¶ 9 and 11 of this Order meet the
7 requirements of Rule 23 of the Federal Rules of Civil Procedure and due process,
8 and is the best notice practicable under the circumstances and shall constitute due
9 and sufficient notice to all persons and entities entitled thereto.

10 9. Within thirty (30) calendar days of the Court's Preliminary Approval
11 Order, Defendants shall, to the extent not already disclosed, provide the
12 Administrator with data regarding Non-Hired Applicants, to the extent such
13 information is reasonably available in Defendants' files: (1) a street mailing
14 address; (2) telephone number(s); and (3) all known e-mail address(es) (the "Class
15 Data"). "Non-Hired Applicants" means persons who applied for a Senior Pilot I
16 position with one or more of Defendants' ISR Programs between January 1, 2011
17 and October 12, 2018, and were not hired by any Defendant in a Senior Pilot I
18 position.

19 10. Upon entry of this Order and receipt of the Class Data, Class Counsel
20 shall cause the Administrator to provide Notice to Settlement Class as follows: (1)

1 electronic notice to all such Non-Hired Applicants for whom electronic address
2 information (*i.e.*, e-mail addresses) is available; and (2) direct notice shall be
3 provided by First Class Mail to all such Non-Hired Applicants for whom an
4 electronic address is not available or for whom an email address is returned as
5 undeliverable.

6 11. To the extent that the Notice is delivered by U.S. mail, the
7 Administrator will update the address via the National Change of Address
8 database or similar commercial source, and if a new or additional address is
9 identified, and will mail the Notice Packet to the updated address or to both
10 addresses if an additional address is identified.

11 With respect to any notice transmitted electronically, the electronic
12 communication will be entitled "Notice of USERRA Settlement," and will attach
13 a copy of the Notice and the Claim Form. The text of the electronic
14 communication will contain the following statement:

15 Attached is important information about a class action
16 settlement regarding the hiring practices of L-3
17 Technologies, Inc. (formerly known as L-3
18 Communications Corporation), L-3 Communications
Integrated Systems L.P., and L-3 Vertex Aerospace LLC
with respect to National Guard or Reservist applicants
from January 1, 2011 to October 12 2018.

19 The settlement may affect your rights. If you are a
20 Settlement Class Member under the settlement, you may
be entitled to a payment if the settlement is approved by
the Court. Please read the attached Court-ordered notice.

1 You should contact Class Counsel or the Settlement
2 Administrator with any questions. Their information is
 provided in the attached Notice.

3 The Administrator will cause this electronic communication to be sent no later
4 than the date on which Notice is mailed by the Administrator, and will provide a
5 copy of the electronic communication to Defendants on the same day that it is
6 transmitted.

7 12. Within forty-five (45) days after the date on which Notice is required
8 to be sent, Class Counsel will file a declaration with the Court confirming that the
9 Notice and related information was sent in accordance with the Preliminary
10 Approval Order.

11 13. The Administrator will establish a dedicated website containing the
12 Settlement Class Notice and other information and documents about the
13 Settlement in accordance with Section V of the Settlement Agreement.

14 14. The Escrow Agent or its agents are authorized and directed to prepare
15 any tax returns required to be filed on behalf of or in respect of the Settlement
16 Fund and to cause any Taxes due and owing to be paid from the Settlement Fund,
17 and to otherwise perform all obligations with respect to taxes and any reporting or
18 filings in respect thereof as contemplated by the Settlement without further order
19 of the Court.

20 15. No later than thirty (30) days before the Fairness Hearing, Plaintiff

1 shall file a Motion for Final Approval of the Settlement Agreement. Class
2 Counsel shall file with this Court their petition for an award of attorneys' fees and
3 reimbursement of expenses and petition for an award of service payments no later
4 than thirty (30) days before the Fairness Hearing. Any reply briefing to the
5 motions described herein shall be filed in accordance with LR 7.1.

6 16. In order to be entitled to participate in the Net Settlement Fund, in the
7 event the Settlement is effected in accordance with the terms and conditions set
8 forth in the Settlement, each Settlement Class Member shall take the following
9 actions and be subject to the following conditions:

10 a) A properly executed Claim Form, substantially in the form
11 attached to the Settlement as Exhibit A, must be postmarked or
12 submitted to the Administrator, no later than sixty (60) days of the
13 e-mailing and mailing of the Notice, or 45 days after a re-mailing
14 of the Notice, whichever is greater. Such deadline may be further
15 extended by Court order.

16 b) The Claim Form submitted by each Settlement Class Member
17 seeking compensation from the Net Settlement Fund must be
18 accompanied by documentation to establish that the person did
19 apply for a Senior Pilot I position during the Class Period and the
20 person was a current Reservist at time of application.

1 c) As part of the Claim Form, each Settlement Class Member shall
2 submit to the jurisdiction of this Court solely with respect to the
3 claim submitted and shall (subject to effectuation of the
4 Settlement) release all Released Claims as against the Released
5 Persons provided in the Settlement.

6 17. Any Settlement Class Member who does not submit a Claim Form in
7 the manner stated in this Order shall be deemed to have waived his or her right to
8 a share in the Net Settlement Fund, and shall be barred from sharing in the Net
9 Settlement Fund. In all other respects, any such Settlement Class Member shall
10 be subject to and bound by all of the terms of the Settlement, including the terms
11 of the Final Judgment unless such Settlement Class Member has submitted a
12 timely and valid request to be excluded from the Settlement Class in the manner
13 required by this Order.

14 18. All Settlement Class Members shall be bound by all determinations
15 and judgments in the Litigation, including, but not limited to, the releases
16 provided for in the Settlement, whether favorable or unfavorable to the Settlement
17 Class, unless such persons request exclusion from the Settlement Class in a timely
18 and proper manner, as hereinafter provided. A Settlement Class Member wishing
19 to make such request shall mail the request to the Administrator by first-class mail
20 postmarked no later than forty-five (45) days after Notice is sent to the Settlement

1 Class Member. Such request for exclusion shall clearly indicate the name,
2 address, and telephone number of the person seeking exclusion, that the sender
3 requests to be excluded from the Settlement Class, and must be signed by such
4 person. The request for exclusion shall not be effective unless it provides the
5 required information and is made within the time stated above, or the exclusion is
6 otherwise accepted by the Court. Putative Settlement Class Members requesting
7 exclusion from the Settlement Class shall not be entitled to receive any payment
8 out of the Net Settlement Fund as described in the Settlement and Notice.

9 19. Objections to the Settlement, the motion by Class Counsel for an
10 award of attorneys' fees and expenses, the motion by Class Counsel for Service
11 Awards to Class Representatives, Nathan Kay, Adam Richter, and Stephen Leary,
12 and any supporting papers shall be filed with the Court. Any such objection must:
13 (a) clearly indicate the objector's name, mailing address, telephone number, and e-
14 mail address; (b) state that the objector is objecting to the proposed Settlement, fee
15 and litigation expense application, and/or Service Awards application in *Hall, et*
16 *al., v. L-3 Communications Corporations, et al.*, Case No. 2:15-cv-00231-SAB;
17 and (c) specify the reason(s), if any, for the objection, including any legal support
18 for such objection. In order to be considered, an objection also must be signed by
19 the Settlement Class Member making the objection. Attendance at the Fairness
20 Hearing is not necessary. However, any persons wishing to be heard orally in

1 opposition to the approval of the Settlement, the motion by Class Counsel for an
2 award of attorneys' fees and expenses, and/or the motion by Class Counsel for
3 Service Awards to Class Representatives, Nathan Kay, Adam Richter, and
4 Stephen Leary, are required to indicate in their written objection their intention to
5 appear at the Settlement Fairness Hearing and to include in their written
6 objections the identity of any witnesses they may call to testify and copies of any
7 exhibits they intend to introduce into evidence at the Fairness Hearing. Settlement
8 Class Members do not need to appear at the hearing or take any other action to
9 indicate their approval.

10 20. Any Settlement Class Member who does not object to the Settlement,
11 the motion by Class Counsel for an award of attorneys' fees and expenses, and/or
12 the motion by Class Counsel for Service Awards to Class Representatives, Nathan
13 Kay, Adam Richter, and Stephen Leary, in the manner prescribed herein and in
14 the Notice shall be deemed to have waived all such objections, shall be deemed a
15 Settlement Class Member, and shall forever be foreclosed from making any
16 objection to the fairness, adequacy or reasonableness of the proposed the
17 Settlement, the motion by Class Counsel for an award of attorneys' fees and
18 expenses, and/or the motion by Class Counsel for Service Awards to Class
19 Representatives, Nathan Kay, Adam Richter, and Stephen Leary.

20 21. Pending final determination of whether the Settlement should be

1 approved, Plaintiff Kay shall not institute, commence or prosecute any action that
2 asserts Released Claims against any Released Person.

3 22. Any Settlement Class Member may enter an appearance in the
4 Litigation, at their own expense, individually or through counsel of his/her/its own
5 choice. If he/she/it does not enter an appearance, he/she/it will be represented by
6 Lead Counsel.

7 23. All proceedings in the Litigation are stayed until further order of this
8 Court, except as may be necessary to implement the Settlement or comply with
9 the terms of the Settlement. Pending final determination of whether the
10 Settlement should be approved, neither the Plaintiff nor any Settlement Class
11 Member, either directly, representatively, or in any other capacity shall commence
12 or prosecute against any of the Released Persons any action or proceeding in any
13 court or tribunal asserting any of the Released Claims.

14 24. The passage of title and ownership of the Settlement Fund to the
15 Escrow Agent in accordance with the terms and obligations of the Settlement is
16 approved. No person who is not a Settlement Class Member or Class Counsel
17 shall have any right to any portion of, or in the distribution of, the Settlement
18 Fund unless otherwise ordered by the Court or otherwise provided in the
19 Settlement.

20 25. All funds held by the Escrow Agent shall remain subject to the

1 jurisdiction of the Court until such time as such funds shall be distributed pursuant
2 to this Order, distribution plan set forth in the Settlement and/or further orders of
3 the Court.

4 26. Defendants shall bear the reasonable costs and expenses of the
5 Administrator. In the event the Settlement is not approved by the Court, or
6 otherwise fails to become effective, neither the Plaintiff nor Class Counsel shall
7 have any obligation to repay to Defendants or their insurers the reasonable and
8 actual costs of class notice and administrations.

9 27. If the Settlement is terminated pursuant to Section XIV of the
10 Settlement, this Order certifying the Settlement Class and the class representatives
11 for purposes of the Settlement shall be null and void, of no further force or effect,
12 and without prejudice to any party, and may not be introduced as evidence or
13 referred to in any actions or proceedings by any person or entity, and each party
14 shall be restored to his, her or its respective position in this Litigation as it existed
15 prior to October 12, 2018, the date of execution of the Settlement.

16
17 SIGNED THIS _____ day of _____, ____.

18
19 _____
20 The Honorable Stanley A. Bastian
United States District Judge

1 Presented by:

2 /s/ Peter Romer- Friedman

Peter Romer-Friedman (*pro hac vice*)

3 Outten & Golden LLP

718 7th Street NW

4 Washington, DC 20001

Telephone: (202) 770-7886

5 prf@outtengolden.com

6 /s/ Thomas G. Jarrard

Thomas G. Jarrard

7 Law Office of Thomas G. Jarrard, PLLC

1020 N. Washington Street

8 Spokane, WA 99201

Telephone: (425) 239-7290

9 TJarrard@att.net

10 /s/ Matthew Z. Crotty

Matthew Z. Crotty

11 Crotty & Son Law Firm, PLLC

905 W. Riverside Ave., Suite 409

12 Spokane, WA 99201

Telephone: (509) 850-7011

13 matt@crottyandson.com

14 /s/ Michael B. Love

15 Michael B. Love

Michael B. Love Law Firm, PLLC

16 905 W. Riverside Ave., Ste. 404

Spokane, WA 99201

17 Telephone: (509) 309-2787

mike@michaellovelaw.com

18 *Attorneys for Plaintiff and Proposed Class*

19

20

20

EXHIBIT C

L-3 Senior Pilot I USERRA Litigation

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND CLAIM FORM

Hall v. L-3 Communications Corp., 2:15-cv-00231-SAB (E.D. Wash.).

A federal court authorized this notice. This is not a solicitation from a lawyer.

If you were a National Guard or Reserve member of the Armed Forces who applied for a Senior Pilot I position at L3 Technologies, L-3 Communications Corporation, L-3 Vertex Aerospace or L-3 Communications Integrated Systems between January 1, 2011 and September 28, 2018, you could receive benefits under this class action settlement.

- A former member of the Air National Guard who applied to work for a Senior Pilot I position at L3 Technologies (f/k/a L-3 Communications Corporation), L-3 Vertex Aerospace, and/or L-3 Communications Integrated Systems (collectively “L-3”) has sued L-3 for rejecting his application for employment based on his then existing military obligations to and/or status in the Air National Guard.
- The Court has determined that the lawsuit can proceed as a class action on behalf of a group of persons who were National Guard or Reserve members of the Armed Forces when they applied to work for L-3 as a Senior Pilot I between January 1, 2011 and September 28, 2018, and were not hired as a Senior Pilot I by L-3 during that time period. A “Senior Pilot I” is a pilot position with one of L-3’s Intelligence Surveillance, and Reconnaissance (“ISR”) Programs flying King Air 350 planes outside the Continental United States in ISR missions. A Senior Pilot I may also be referred to as a “Pilot 3” position.
- Under the Settlement, you may be eligible to receive compensation if you are a member of the Class.
- The Court has preliminarily approved the Settlement. For the Settlement to become final and any payments or benefits to be distributed, the Court will need to issue a final approval order after a final approval hearing, which is currently scheduled for [DATE]. This date is subject to change without further notice. Please check [www.\[INSERT CASE WEBSITE URL\].com](http://www.[INSERT CASE WEBSITE URL].com) for additional details about the Settlement. You may also get additional information by calling [SETTLEMENT ADMINISTRATOR PHONE NUMBER] or by writing to the Settlement Administrator, as laid out in Section [XX].

PLEASE READ THIS NOTICE CAREFULLY.

IF YOU ARE A MEMBER OF THE CLASS, THIS SETTLEMENT WILL AFFECT YOUR RIGHTS.

<u>SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS</u>	
SUBMIT A CLAIM FORM	OPTION #1: SUBMIT A CLAIM FORM TO RECEIVE SETTLEMENT BENEFITS. If you applied for a Senior Pilot I position at L-3 between January 1, 2011 and September 28, 2018, you may file a Claim Form. See Section XX below for instructions for submitting a Claim Form. Based on the information in your Claim Form, you may receive a share of the Settlement Fund. A Claim Form must be submitted by any eligible Settlement Class Member to the Administrator in order to receive a payment under the Settlement Agreement.
DO NOTHING	OPTION #2: DO NOTHING. If you do nothing, you will <u>not</u> receive the benefits provided in the Settlement Agreement, regardless of whether you applied to work at L-3 as a Senior Pilot I. You also give up your right to sue L-3 on these claims.
EXCLUDE YOURSELF	OPTION #3: EXCLUDE YOURSELF/"OPT OUT." If you wish to exclude yourself ("opt out") from the Settlement you must follow the directions outlined in Section XX below. If you exclude yourself, you will not receive payment and you cannot object to the Settlement. Your exclusion request must be postmarked no later than [DATE].
OBJECT/ COMMENT	OPTION #4: OBJECT/COMMENT. You may write to the Court and explain why you do not like one or more aspects of the proposed Settlement. You must do so by no later than [DATE] .

If you have any questions after you have read this Notice, contact Class Counsel; PLEASE DO NOT CONTACT THE COURT as they will not be able to answer your questions.

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BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because the Court has ordered that it be sent to the persons whom L3 Technologies, Inc. (formerly known as L-3 Communications Corporation), L-3 Vertex Aerospace LLC, and L-3 Communications Integrated Systems, L.P. (“L-3 CIS”) (collectively “L-3”) identified as potential Class Members in this litigation. L-3’s records show that you applied for a Senior Pilot I position at L-3 between January 1, 2011 and September 28, 2018.

This Notice informs you of a proposed settlement (referred to as “Settlement” or “Settlement Agreement”) of this class action consisting of \$2,000,000 that will be used to make payments to eligible Class Members, award attorneys’ fees and costs, and pay service awards to the Class Representatives approved by the Court (“the Settlement Fund”). This Notice describes your rights and options in connection with the Settlement.

2. What is this lawsuit about?

The lawsuit is a class action brought under the Uniformed Services Employment and Reemployment Act (“USERRA”) and the Washington Law Against Discrimination. The case is pending in the United States District Court for the Eastern District of Washington, *Hall v. L-3 Communications Corp.*, 2:15-cv-00231-SAB (E.D. Wash.). USERRA provides servicemembers a range of rights and benefits, including protections from discrimination based upon their military service and status, including their service and status in the National Guard or Reserves. The Defendants are L-3 Communications Corporation (now known as L3 Technologies, Inc.), L-3 Vertex Aerospace LLC, and L-3 Communications Integrated Systems, L.P. The Class Representative who filed the lawsuit, Nathan Kay, was a member of the National Guard when he applied for a Senior Pilot I position with L-3. He claims that L-3 rejected his Senior Pilot I application due to his military service or status in the National Guard, and that L-3 had a pattern or practice of similarly denying members of the National Guard and Reserves Senior Pilot I positions due to their military service or status. L-3 has denied the claims in this lawsuit.

Additional information about the claims and a copy of the Complaint are available at [www.\[INSERT CASE WEBSITE URL\].com](http://www.[INSERT CASE WEBSITE URL].com).

3. What has happened so far in the lawsuit?

On September 3, 2015, Plaintiff commenced this Litigation by filing a complaint alleging that L-3 violated USERRA and Washington state law by denying Plaintiff’s application for a Senior Pilot I position due to this service or status in the Washington Air National Guard. The original complaint alleged individual claims only. In early 2017, the Court allowed Plaintiff to amend the complaint to add claims on behalf of a class of similarly situated members of the National Guard and Reserves who applied for Senior Pilot I positions. On March 15, 2017, Plaintiff filed the Third Amended Complaint, which is now the operative complaint in this Litigation. From 2016 through 2018, the parties engaged in a process called discovery, under which the parties exchanged tens of thousands of pages of documents about L-3’s policies and practices, the applications of members of the National Guard and Reserves, and personnel information about applicants for Senior Pilot I positions, and the parties took depositions of key witnesses in this Litigation. The parties also engaged in expert discovery related to Plaintiff’s claims.

On January 22, 2018, Plaintiff and L-3 stipulated to stay the litigation to allow them to explore settlement of the lawsuit. The Court granted the stipulation to stay the case on January 26, 2018, and the case remained stayed through September 28, 2018. During the stay of the lawsuit, Plaintiff and L-3 engaged in additional informal discovery on issues related to liability, damages, and class certification. Numerous settlement conversations took place between the parties and their counsel. After a mediation on April 12, 2018, supervised by an experienced mediator, the parties reached an Agreement in Principle to resolve the lawsuit. Thereafter, the parties entered into a settlement agreement.

On XXXXXXXX, 2018, the Court certified a Class as to all claims and appointed Plaintiff’s counsel as Class Counsel and Nathan Kay, Adam Richter, and Stephen Leary as the Class Representatives. The Court has not ruled on the merits of any claims or defenses. On XXXXXXXX, 2018, the Court preliminarily approved the Settlement and has scheduled a final hearing to evaluate the fairness and adequacy of the Settlement.

THE CLASS

4. What is a Class Action?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. In a class action, one or more people, called Plaintiffs, file suit on behalf of others with similar claims, called the Class or Class Members. If a class is certified, the Court appoints a person, called the Class Representative, to represent and act on behalf of the class. Here, the Class Representatives are Nathan Kay, Adam Richter, and Stephen Leary.

5. Who is included in the Class?

The Class is defined as all persons who applied for a Senior Pilot I position with one or more of L-3's Intelligence, Surveillance, and Reconnaissance ("ISR") Programs between January 1, 2011 through September 28, 2018 ("Settlement Class Period"), who at the time of their applications were active or current Reservists, and were not hired by any Defendant in a Senior Pilot I position during the Settlement Class Period. "Senior Pilot I" means a pilot position with one of L-3's ISR Programs flying King Air 350 planes outside the Continental United States in ISR missions. A "Senior Pilot I" also may be referred to as a "Pilot 3" position. "Reservist" means a member of the reserve components of the United States Armed Forces, including the Army National Guard, Air National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve.

If you are included in the above definition and met the minimum qualifications for a Senior Pilot I position at the time of your application, **you must submit a timely and complete claim form to receive a payment from the Settlement Fund.** If you are unsure about whether you are a Class Member or met the minimum qualifications for a Senior Pilot I position, you can contact the lawyers representing the Class. The lawyers' contact information is listed in the response to Question XX.

THE SETTLEMENT

6. What does the Settlement provide?

The Settlement provides monetary relief to Class Members who were denied employment as a Senior Pilot I at L-3, and programmatic relief that will benefit reservists who apply to work at L-3 in the future and reservists who are employed by L-3.

The Settlement Agreement provides the following Monetary Relief and Programmatic Changes:

- **Monetary Relief.** The proposed Settlement creates a common fund of \$2,000,000 that will be used to (1) pay compensation to eligible Class Members; (2) pay attorneys' fees and costs; (3) pay service awards to the Class Representatives; and (4) pay any taxes owed, including for tax withholdings from the payments to eligible Class Members. After the payment of any attorneys' fees and costs, the service awards, taxes, the remaining Settlement Fund will be distributed to Class Members in equal shares.
- **Programmatic Relief.** L-3's division that presently employs pilots in ISR programs (L-3 CIS) will implement a range of actions in the future to ensure that a job applicant's military reserve obligations or status will not adversely affect his or her opportunity to be hired by L-3 CIS and to enhance L-3 CIS's policies for its employees who are reservists so that they can obtain the greatest opportunities at L-3 while meeting their reserve obligations. L-3 CIS will undertake the following actions to promote the rights and opportunities of members of the National Guard and Reserves, as well as additional actions described in the settlement agreement:
 1. L-3 CIS will create a policy on USERRA rights as either a standalone policy or within an appropriate Human Resources policy. The USERRA policy will address the military status and service of applicants and employees.
 2. L-3 CIS will not inquire into an applicant's military status or ask an applicant to disclose his military status before making a conditional offer of employment to the applicant.
 3. L-3 CIS will not require employees who go on rotations outside of the Continental United States ("rotators") to schedule their reserve military duty during their periods of rest and recuperation.
 4. L-3 CIS employees will not be required to give the company written notice of military leave before they take military leave. Oral notice will be sufficient.
 5. L-3 CIS will reform its scheduling policies to increase the amount of work that rotators can perform for L-3 CIS in conjunction with any military leave that they take, including accelerating the time period to return to work after military leave, allowing rotators to work shifts that are 45- days long (and in some cases shorter than 45 days) rather than missing a shift altogether if military leave will interfere with a portion of a rotation, and allowing rotators to work with the company's human resources department to adjust future rotations in light of the rotator's expected return from military leave.

6. L-3 CIS will train its Human Resources employees and designated L3 personnel regarding the CIS USERRA policy and its implementation.
7. L-3 CIS will conduct annual training on USERRA and other reservist-related issues for human resources and program staff who work with reservists regarding their military leave or who work on recruitment and hiring, and will modify equal employment opportunity training materials to refer to military service or status as protected classes.

7. What do I give up as a result of the Settlement?

If you are a Class Member and do not exclude yourself, in exchange for the payment, you will be required to release (or give up) any claims that you have or could have brought relating to not being hired by L-3 in a Senior Pilot I position during the Settlement Class Period due to your military service or status.

The full content of the release is set forth in the formal settlement agreement which is available at [www.\[INSERT CASE WEBSITE URL\].com](http://www.[INSERT CASE WEBSITE URL].com)

8. Why is there a Settlement?

In deciding to settle the lawsuit, the Class Representative and Class Counsel considered, among other things (a) the factual record; (b) the potential monetary recovery and the potential to change L-3's policies through litigation; (c) the strength of the Class' claims based on a review of the law and the facts established in discovery and through investigation; (d) the expense and length of continued proceedings, including possible trial and post-trial proceedings and appeals, necessary to prosecute the lawsuit; (e) the risks arising from the existence of unresolved questions of law and fact; (f) the nature and strength of defenses asserted by and available to L-3; and (g) the risks and uncertainties of continued USERRA class action litigation of this nature. After a thorough review and investigation, the Class Representatives and Class Counsel believe that in light of the foregoing considerations, the proposed Settlement is fair, reasonable and adequate and in the best interests of the Class.

9. How do I receive a payment under the Settlement and what will I receive?

In order to receive a payment under the settlement, you must submit a timely and completed Claim Form demonstrating that you are a member of the Class and that you met the minimum qualifications for a Senior Pilot I position at the time of your application. All eligible Class Members who submit a timely and completed Claim Form that demonstrates their membership in the Class and that they met the minimum qualifications for a Senior Pilot I position at the time of application will receive an equal pro rata share of the net settlement fund (the net settlement fund is the \$2 million settlement fund minus the payment of any attorneys' fees and costs, the service awards, and a portion of taxes). The amount that each eligible Class Member will receive will be determined by the number of Class Members who submit a timely and completed Claim Form that demonstrates their membership in the Class and eligibility to receive payment.

The Claim Form that you must submit to receive a payment is included in the Notice Packet that you have received and is available on the Settlement Administrator's web site at [www.\[INSERT CASE WEBSITE URL\].com](http://www.[INSERT CASE WEBSITE URL].com).

If you do not submit a timely and completed Claim Form, you will not receive any payment under the Settlement.

10. How do I complete the Claim Form to receive a settlement payment?

To receive a payment under the Settlement, you must submit a completed Claim Form by [DATE].

In the Claim Form, you must make statements and provide documentation to show (1) that you applied for a Senior Pilot I position at L-3 during the Settlement Class Period (January 1, 2001 to September 28, 2018), (2) you were a current Reservist at the time of the application for Senior Pilot I during the Settlement Class Period, and (3) you were qualified for the Senior Pilot I position.

To be qualified for the Senior Pilot I position, you needed to have at least 2,000 hours of total documented flight time and 500 hours of fixed wing multi-engine flight time at the time of the application. But if you had less than 2,000 hours of total documented flight time, you would be considered qualified, for the purpose of this Settlement, if you had (1) experience flying ISR missions; (2) experience flying a King Air aircraft; or (3) 1,500 or more total hours, if you applied between March 1, 2016 and March 14, 2017.

In order to show that you meet the standards to be a Class Member, in the Claim Form you must do the following:

- (1) You must state in the Claim Form the general time frame in which you applied for a Senior Pilot I position during the Contact L3Settlement@outtengolden.com

Settlement Class Period. If L-3's records do not confirm that application, you will be given an opportunity to provide documentary evidence to show when you applied.

- (2) You must state in the Claim Form the National Guard or Reserve unit that you belonged to when you applied for a Senior Pilot position during the Settlement Class Period. You must also provide documentary evidence of your membership in that National Guard or Reserve unit at that time. Such documentary evidence includes a DD-214 Form or any other official document from the United States Armed Forces that states or indicates that you were an active or current member of the relevant National Guard or Reserve unit at the time of the Senior Pilot I application.
- (3) You must state in the Claim Form how many total flight hours and how many hours of fixed wing multi-engine time you had at the time of your application for a Senior Pilot I position, and provide documentary evidence of your relevant flight hours.

Most Class Members will need to provide documentary evidence that they had 2,000 flight hours at the time they applied. However, if your flight hours were below 2,000 total hours at the time of your application, you must state in the Claim Form that you had (1) experience flying ISR missions; (2) experience flying King Air aircraft; or (3) more than 1,500 total flight hours, if he or she applied between March 1, 2016 and March 14, 2017, and you must provide documentary evidence supporting such experience.

Documentary evidence includes a previously-prepared resume or flight log that states your relevant flight hours, aircraft flown, or that shows ISR experience. If the resume or flight log was not dated, you may identify on the document the date or timeframe in which the resume was current.

11. Will I have to pay taxes on the amount that I receive?

Your payment will be allocated as a wage payment and reported on a W-2. The relevant income taxes and/or payroll taxes owed by an employee will be withheld by the Settlement Administrator from your Settlement payment and transmitted to federal, state, and/or local tax authorities. The employer's share of any payroll taxes that are owed with respect to your Settlement payment will be paid separately by L-3 (separate from and in addition to the \$2 million Settlement Fund) and transmitted to federal, state, and/or local tax authorities by the Settlement Administrator.

EXCLUSION & OBJECTIONS

12. If I want to get out of the settlement, what should I do?

If you are a Class Member and you wish to exclude yourself from the Settlement, you must send a letter to the Settlement Administrator that includes the following:

- Your name, address, and telephone number;
- A statement that you want to be excluded from *Hall v. L-3 Commc'ns Corp.*, 2:15-cv-00231-SAB (E.D. Wash.); and
- Your signature.

You must mail your exclusion request, postmarked no later than XXXXX, 2019, to:

Hall v. L-3 Settlement Administrator Address

If you ask to be excluded you will not receive a settlement payment, and you cannot object to the Settlement, but you will be able to separately sue L-3. If you wish to exclude yourself in order to file an individual lawsuit against L-3, you should speak to a lawyer as soon as possible because your claims could be subject to a timeliness defense.

13. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Under the release in the Settlement Agreement, if you do not exclude yourself, you will release your claims, causes of action, or requests for relief relating to not being hired by L-3 in a Senior Pilot I position during the Settlement Class Period based on your military service or status. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

14. If I exclude myself, can I still get a payment under the Settlement?

No. If you are a Class Member you exclude yourself from the Settlement, you will not receive any payment under the Settlement. Contact L3Settlement@outtengolden.com

Settlement.

15. How do I tell the Court what I think about the Settlement?

You can tell the Court that you object to the Settlement if you do not agree with any aspect of the Settlement. To object, you must send a letter or other written statement to the Court saying that you object to the Settlement or a specific aspect of it. Include your name, address, telephone number, signature, the title of the case, *Hall v. L-3 Commc'ns Corp.*, 2:15-cv-00231-SAB (E.D. Wash.),

and an explanation of all reasons you object to the Settlement. Please be advised that failure to include these details may result in the Court refusing to consider your objection.

Your written objection must be filed or postmarked no later than XX, 2019, and either (1) mailed to the Office of the Clerk of Court, United States District Court for the Eastern District of Washington, Thomas S. Foley United States Courthouse, 920 West Riverside Ave, Room 840, Spokane, WA 99201, or (2) filed in person at any location of the United States District Court for the Eastern District of Washington.

Your objection should state the supporting bases and reasons for the objection, identify any and all witnesses, documents or other evidence you would like to present at the Final Approval Hearing, and describe the substance of any testimony provided by you or other witnesses.

IF YOU DO NOT OBJECT IN THE MANNER DESCRIBED IN THIS NOTICE, THE COURT MAY CONCLUDE THAT YOU HAVE WAIVED ANY OBJECTION AND MAY NOT PERMIT YOU TO SPEAK AT THE FAIRNESS HEARING.

16. What's the difference between objecting and being excluded?

Objecting is simply telling the Court that you do not like or disagree with an aspect of the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you cannot object to the Settlement because you will not be bound by the Settlement.

THE FINAL APPROVAL HEARING

17. When and where will the Court hold the hearing?

The Final Approval Hearing (also called the "Fairness Hearing") will take place before the Honorable Stanley A. Bastian in Courtroom 755, United States District Court for the Eastern District of Washington, Thomas S. Foley United States Courthouse, 920 West Riverside Ave., Spokane, WA 99201, at [TIME], on [DATE]. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.\[INSERT CASE WEBSITE URL\].com](http://www.[INSERT CASE WEBSITE URL].com) for updates. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, how much to pay Class Counsel in fees, what to reimburse Class Counsel for their expenses, and whether to provide Plaintiff with a service award because of his time and expense to bring this lawsuit. If there are objections or comments, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement and enter Final Judgment. We do not know how long these decisions will take. Please be patient.

18. Do I have to come to the Final Approval Hearing?

Your attendance is not required, even if you submit a written response. Class Counsel will answer questions the Court may have at the Final Approval Hearing, including any questions about objections. If you or your personal attorney wants to attend the hearing, you may attend at your own expense. As long as any objection or comment you filed was postmarked by the deadline, the Court will consider it even if you do not attend the Final Approval Hearing.

19. May I speak at the Final Approval Hearing?

Yes. You may speak at the Final Approval Hearing, so long as you are a member of the Class and have properly and timely submitted a written response as set forth above and have stated in your response your intention to appear at the Final Approval Hearing.

20. What happens if I do nothing at all?

Contact L3Settlement@outtengolden.com

If you do nothing you will NOT receive the benefits and you also give up your right to sue L-3 on these claims.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to serve as the attorneys for the Class:

<i>Lead Class Counsel</i>	<i>Additional Class Counsel</i>
OUTTEN & GOLDEN LLP Peter Romer-Friedman 601 Massachusetts Avenue NW, Second Floor West Suite Washington, D.C. 20001 Telephone: (202) 847-4400 L3Settlement@outtengolden.com Nina Martinez 685 Third Avenue, 25th Floor New York, NY 10017 Telephone: (212) 245-1000 Facsimile: (415) 638-8810 L3Settlement@outtengolden.com	CROTTY & SON LAW FIRM, PLLC Matthew Z. Crotty, Esq. 905 W. Riverside Ave., Suite 404 Spokane, WA 99201 Telephone: (509) 850-7011 matt@crottyandson.com LAW OFFICE OF THOMAS G. JARRARD LLC Thomas G. Jarrard, Esq. 1020 N. Washington Dt. Spokane, WA 99201 Telephone: (425) 239-7290 tjarrard@att.net

The Court has approved these law firms to serve as Class Counsel. You have the right to hire your own attorney (at your own expense), but if you remain in the Class, you are not required to hire a separate attorney.

22. How will the lawyers for the Class be paid?

Class Counsel undertook this matter more than a three years ago, following an investigation, on a wholly contingent basis. Subject to approval of the Court, Class Counsel is permitted to seek an award of attorneys' fees to be paid from the Settlement Fund, and reimbursement of its expenses incurred during the litigation. These attorneys' fees pay for work the attorneys have performed on behalf of the Class and for work yet to be done in helping to administer the Settlement. Before the Final Approval Hearing, Class Counsel will seek the Court's approval of an award of attorneys' fees and reimbursement of costs in the amount not to exceed \$650,000 of the \$2,000,000 Settlement Fund. Whether the Settlement is approved or not, you will not be required to directly pay any attorneys' fees or other expenses or costs, which will be paid only from the Settlement Fund in the amount approved by the Court.

THE SETTLEMENT IS NOT YET FINAL

23. Can the Settlement be terminated?

If there is no final Court approval of the proposed Settlement, or if Class Counsel or Defendant withdraws from the Settlement in accordance with the terms of the Settlement Agreement, or if the Settlement is not consummated for any other reason, the Settlement Agreement will become null and void, and the parties will resume their former positions in the lawsuit.

GETTING MORE INFORMATION**24. How do I get more information?**

This Notice contains only a summary of the proposed Settlement and the rights of eligible Class Members. Full details of the Settlement are set forth in the Settlement Agreement. The Settlement Agreement and certain other documents about the litigation are available on the Settlement Administrator's website at [www.\[INSERT CASE WEBSITE URL\].com](http://www.[INSERT CASE WEBSITE URL].com). You may obtain additional information regarding the matters involved in this lawsuit by reviewing the papers on file in this litigation, which may be (a) inspected, during business hours, at the Office of the Clerk of Court, United States District Court for the Eastern District of Washington, Thomas S. Foley United States Courthouse, 920 West Riverside Ave, Room 840, Spokane, WA 99201, or (b) accessed online for a fee by obtaining a password at www.pacer.gov.

Please do not contact the Court or L-3 about this Settlement. They will not be able to give you additional information.

25. How do I ensure that I receive any updates?

If your contact information changes after you receive this Notice, you should contact the Settlement Administrator. You may e-mail any updates to your contact information to Class Counsel.

26. Whom do I call about questions?

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE, THE SETTLEMENT, OR THE CLAIMS PROCESS.

If you have any questions about this Notice, or the lawsuit, you may contact Class Counsel or the Settlement Administrator listed below.

<i>Lead Class Counsel</i>	<i>Additional Class Counsel</i>
OUTTEN & GOLDEN LLP Peter Romer-Friedman 601 Massachusetts Avenue NW, Second Floor West Suite Washington, D.C. 20001 Telephone: (202) 847-4400 Facsimile: (202) 847-4410 Email: L - 3Settlement@outtengolden.com Nina Martinez 685 Third Avenue, 25th Floor New York, NY 10017 Telephone: (212) 245-1000 Facsimile: (415) 638-8810 Email: L3Settlement @outtengolden.com	CROTTY & SON LAW FIRM, PLLC Matthew Z. Crotty, Esq. 905 W. Riverside Ave., Suite 404 Spokane, WA 99201 Telephone: (509) 850-7011 matt@crottyandson.com LAW OFFICE OF THOMAS G. JARRARD LLC Thomas G. Jarrard, Esq. 1020 N. Washington Dt. Spokane, WA 99201 Telephone: (425) 239-7290 tjarrard@att.net SETTLEMENT ADMINISTRATOR NAME Address CITY, STATE, Zip

Dated: XX, 2018

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON

USERRA CLAIM FORM COMPLETE FOR MONETARY RECOVERY

Hall v. L-3 Commc'ns Corp., 2:15-cv-00231-SAB (E.D. Wash.).

YOU MUST TIMELY COMPLETE, SIGN AND RETURN THIS 2 PAGE FORM BEFORE [DATE] TO SHARE IN THE MONETARY RECOVERY AND TO CONSENT TO JOIN IN THIS ACTION.

INSTRUCTIONS

1. Please complete, sign, and mail this two-page form to share in the recovery and of this action.
2. If you move, please send us your new address.
3. Please provide supporting documentation to establish that you are a class member and entitled to a settlement payment, including evidence of your membership in a National Guard or Reserve unit, and your pilot qualifications at the time of the application for Senior Pilot I position. For membership in the National Guard or Reserve, documentary evidence includes a Form DD-214 or any other official document from the United States Armed Forces that states or indicates that the person was an active or current member of the relevant National Guard or Reserve unit at the time of the Senior Pilot I application. For pilot qualifications, documentary evidence includes a previously-prepared resume or flight log that states the person's relevant flight hours, aircraft flown, or that shows Intelligence, Surveillance, and Reconnaissance ("ISR") experience.

Please Type or Print

Name (First, Middle, Last): _____

Street Address: _____

City, State, Zip Code: _____

Former Names (if any): _____

_____-_____-_____- Phone (_____) _____ (Work) Phone (_____) _____ (Home)
Social Security Number

Please fill in the following required information for a, b, and c below.

- a. I was never hired as a Senior Pilot I by L-3 at any time between January 1, 2011 and September 28, 2018 (check this box if you were never hired) ____
- b. I applied for a Senior Pilot I position at L-3 in the following time frame between January 1, 2011 and September 28, 2018 (fill in the approximately month/year of your application):

First Application: _____ Second Application _____
Month/Year Month/Year

- c. At the time of that application, I was a member of the National Guard or Reserve Forces of the United States and I met the qualifications of Senior Pilot I as defined in the Settlement Agreement (circle yes or no)

First Application (yes) / (no)

Second Application (yes) / (no)

- d. At the time of that application, I held one or more of the following qualifications. (Fill in all that apply)

Total flight hours _____. (2,000 total flight hours were required, except that if you applied between March 1, 2016 and 14, 2017, only 1,500 total flight hours were required).

Total fixed wing multi-engine _____ (500 hours of fixed wing multi-engine flight time were required)
Contact L3Settlement@outtengolden.com

If your total flight hours were below 2,000 total hours at the time of your application, then describe:

(1) your experience flying ISR missions prior to your application

_____;

(2) your experience flying a King Air aircraft prior to your application

_____;

(3) how your total flight hours were 1,500 or greater, if you applied between March 1, 2016 and March 14, 2017

_____;

Please attach the following documentation to your Claim Form

1. **Provide documentary evidence of your membership in that National Guard or Reserve unit at that time you applied for a Senior Pilot I position.** Such documentary evidence includes a DD-214 Form or any other official document from the United States Armed Forces that states or indicates that you were an active or current member of the relevant National Guard or Reserve unit at the time of the Senior Pilot I application.
2. **If you had 2,000 or more total flight hours and 500 or more fixed wing multi-engine hours at the time you applied for a Senior Pilot I position, then provide documentary evidence of those flight hours.** Documentary evidence includes a previously-prepared resume or flight log that states your relevant flight hours, aircraft flown, or that shows ISR experience. If the resume or flight log was not dated, you may identify on the document the date or timeframe in which the resume was current.
3. **If you did not have 2,000 or more total flight hours at the time you applied for a Senior Pilot I position, you must provide different documentary evidence:** (1) documentary evidence of 1,500 or more total flight hours and 500 or more fixed wing multi-engine hours if you applied between March 1, 2016 and March 14, 2017; or (2) documentary evidence of experience flying ISR missions and 500 or more fixed wing multi-engine hours; or (3) documentary evidence of experience flying King Air aircraft and 500 or more fixed wing multi-engine hours.

IN ORDER TO RECEIVE A RECOVERY IN THIS ACTION, YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM AND ALL DOCUMENTARY EVIDENCE BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE DATE, ADDRESSED AS FOLLOWS

SETTLEMENT ADMINISTRATOR
ADDRESS
CITY STATE ZIP

I understand that I may be asked to provide additional documentary evidence to establish my eligibility in this class. I have reviewed the Class Notice and this form and I consent to join in this USERRA action. I understand that the Named Plaintiff and his counsel represent me in this action. I declare under penalty of perjury that the foregoing is true and correct.

X _____
(sign your name here)

Date

EXHIBIT D

Hall v. L-3 Communications Corporation
L-3 Communications Integrated Systems Proposed Programmatic Changes
For Settlement Purposes Only - Subject to ER 408

The following programmatic measures shall be adopted by L-3 Communications Integrated Systems ("CIS") as part of a settlement of the claims in *Hall v. L-3 Communications Corporation*, Case No. 2:15-cv-231-SAB. CIS shall be in substantial compliance of these measures by January 1, 2019. The programmatic compliance requirements will end January 31, 2021.

- 1) CIS will create a policy on USERRA rights as either a standalone policy or within an appropriate Human Resources policy. The USERRA policy will address the military status and service of applicants and employees. The USERRA policy and other CIS human resources policies shall be consistent with the programmatic changes set forth in this Settlement Agreement.
- 2) In its USERRA policy and in its practices, CIS will implement the following principles that relate to USERRA and employees who take military leave of absence (LOA):
 - A. Prior to making a conditional offer of employment, in the hiring process (from recruitment to screening of applicants to interviews) CIS will not inquire into an applicant's military status or ask the applicant to disclose his or her military status, so long as doing so does not conflict with any statutory requirement for disclosing military status. To the extent that it is necessary for CIS to know an applicant's military status prior to making a conditional offer of employment, that information will be requested and handled solely by CIS personnel who are not involved in selection or hiring decisions. All application or hiring forms that are used before a conditional offer of employment is made shall not refer to military status.
 - B. Employees who work on a rotational basis Outside of the Continental United States (OCONUS) are not required to schedule military reserve duty during their periods of rest and recuperation (R&R). To the extent employees or applicants inquire about when or whether military duty should be scheduled in relation to Rotations, the CIS human resources or program staff will inform the person that they are not required to schedule military reserve duty during R&R periods and otherwise direct the person to CIS' USERRA policy.

C. Employees are not required to give CIS written notice of military leave to be eligible for a military leave of absence and reemployment upon the conclusion of military leave. Only oral notice is required to take military leave.

D. The following scheduling policies and procedures will apply to employees who work on a rotational basis OCONUS and take military leave of absence (LOA):

- Rotators who miss one or more scheduled rotations due to military LOA and seek reemployment will be scheduled for their next Rotation following return from service, provided that their next Rotation was scheduled before the Rotator requested military LOA (Previously-Scheduled Rotation).
- If a Rotator's next Previously-Scheduled Rotation is more than fourteen (14) days following return from military LOA, Rotators may request a Change of Schedule at the time they apply for reemployment to have their next Rotation and, consequently, any future Rotations adjusted to earlier dates. Human Resources will decide if a Change of Schedule request can be accommodated on a case by case basis, subject to the requirements of the contract, business considerations, and OCONUS staffing levels. However, such a Change of Schedule request will not be unreasonably denied.
- If a Rotator was not scheduled for a future Rotation prior to taking LOA, a Rotator shall be scheduled for Rotation promptly after the conclusion of his or her military LOA. Whenever possible, Rotators should be scheduled to travel OCONUS in order to commence a Rotation within fourteen (14) days from the request for reemployment.
- Subject to the requirements of the contract, if a Rotator is able to work at least 45 days OCONUS, including travel time to and from the OCONUS location, a Rotator shall be permitted to work the scheduled Rotation, minus the time period for military LOA.
- If a Rotator is unable to work at least 45 days OCONUS due to military LOA, including travel time to and from the OCONUS location, the Rotator shall be deemed to have missed their scheduled Rotation and shall be scheduled for reemployment following the conclusion of a military LOA. When a Rotator misses a part of a scheduled rotation, future rotations will not be adjusted and Rotators will not be scheduled to work during unscheduled days following or preceding the partial rotation, unless approved by Human Resources.

- On a case by case basis and subject to the requirements of the contract and other business considerations, including staffing levels, Human Resources may approve Rotators to work a Rotation that is shorter than 45 days, including travel time to and from the OCONUS location.
- When a Rotator is on military LOA, the Rotator may choose to work with the Human Resources to adjust the Rotator's future scheduled rotations in light of the Rotator's expected return from military LOA.

3) CIS will train its Human Resources employees and designated L3 personnel regarding the CIS USERRA policy and its implementation.

4) The CIS USERRA policy will be available for all CIS employees to access through its normal access to CIS policies and procedures.

5) CIS will conduct annual training on USERRA and other reservist-related issues for human resources and program staff who work with reservists regarding their military leave or who work on recruitment and hiring. In addition, current equal employment opportunity training materials will be modified, to the extent feasible, to refer to military service or status where other protected classes are mentioned.

6. CIS will apply with the Employer Support for Guard and Reserve (ESGR) for a Statement of Support for the Guard and Reserve.

7. CIS will provide on its HR intranet the rights under USERRA notice as well as the physical posters that are displayed in break rooms.

8. CIS will provide employees with access to a MILITARY LEAVE QUICK REFERENCE that outlines military leave obligations for the employer and employee.