

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by General Dynamics Information Technology, Inc. in a non-exempt position in California at any time between July 23, 2015 and September 30, 2020, a settlement of a class action lawsuit may affect your rights.

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

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached in a class action lawsuit entitled *Loreto v. General Dynamics Information Technology, Inc.*, Case No. 3:19-cv-01366-GPC-MSB, filed in the United States District Court for the Southern District of California (the “Action”). The lawsuit was filed by Plaintiff Jose Loreto (“Plaintiff”) against Defendant General Dynamics Information Technology, Inc. (“GDIT”). Plaintiff and GDIT are collectively referred to as the “Parties.”

Plaintiff, a former GDIT employee, asserts claims under California law for failure to pay overtime, failure to timely pay wages at separation, failure to provide accurate itemized wage statements, failure by employees to receive payment of all meal and rest period premium wages, which are alleged to be unfair business practices, on behalf of himself and all others employed by GDIT in non-exempt job positions in California, according to GDIT’s records, at any time between July 23, 2015 and September 30, 2020 (“Class Members”).

Plaintiff also asserts violations of California’s Private Attorneys General Act (“PAGA”) on behalf of himself and all other individuals employed by GDIT in non-exempt job positions in California, according to GDIT’s records, at any time between June 26, 2018 and September 30, 2020 (“PAGA Members”).

On July 26, 2021 the Court preliminarily approved the Parties’ class action settlement. The Settlement provides for individual settlement payments based on the number of workweeks and/or biweekly pay periods that Class Members worked for GDIT in a non-exempt job position in California from July 23, 2015 through the date of preliminary approval of the Settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing either www.cptgroupcaseinfo.com/GeneralDynamicsSettlement or the Court’s docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>. You may also contact the Settlement Administrator, Counsel for the Class, or Counsel for GDIT.

Do not contact the Court or the Clerk’s Office about this settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	If you do nothing, you will automatically receive your share of the settlement if the Settlement receives final approval by the Court, and will be bound by the terms of the Settlement and releases described in this Notice.
EXCLUDE YOURSELF	If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the non-PAGA Labor Code claims at issue in this lawsuit, you may submit a written request for exclusion to the Settlement Administrator, postmarked no later than November 29, 2021 .

	<p>By opting out or excluding yourself from the class action, you will not receive a settlement check as part of the class action settlement. You will not be bound by any of the non-PAGA terms of the settlement and will not release any of your non-PAGA legal claims against GDIT.</p> <p>NOTE: If you are a PAGA Member, as defined above, you cannot opt out of the PAGA Member group, even if you opt out of the class action settlement. If the settlement is approved, you will receive a check for your allocation of the PAGA portion of the settlement, and you will be bound by the PAGA portion of the release whether you cash the check or not.</p>
OBJECT	<p>If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Court no later than November 29, 2021. This option is available only if you do <u>not</u> exclude yourself from the class action settlement.</p>

Settlement payments only will be issued if the Court grants final approval of the Settlement.

BASIC INFORMATION

1. Why did I get this notice?

Plaintiff and GDIT reached a settlement of a class action, and GDIT's records show you are a Class Member covered by this settlement. On July 26, 2021 the Court ordered this Notice be provided to Class Members to explain the Action, the Settlement, and your legal rights.

2. What is this lawsuit about?

This is a class action and representative action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. In the Second Amended Complaint filed in the action, Plaintiff Jose Loreto, a former GDIT employee, asserts the following claims under California law: failure to pay "all overtime wages including at the correct regular rate of pay"; failure by employees to receive all meal periods and rest breaks or meal and rest period premium wages at the correct regular rate of pay; failure to timely pay all wages and premiums during employment; failure to pay all final wages due upon separation of employment; failure to provide accurate itemized wage statements and maintain accurate wage-related records; and unfair competition. These class claims seek recovery going back to July 23, 2015. For more information regarding Plaintiff's claims, you are advised to refer to the Second Amended Complaint, which is available on the Settlement Administrator's website.

The Action also includes a claim for civil penalties for the above alleged Labor Code violations brought on behalf of the State of California concerning Class Members whose covered workweeks go back to June 26, 2018. ("PAGA claims.")

GDIT denies Plaintiff's claims and contends that GDIT has paid its California non-exempt employees properly and complied with all applicable laws. GDIT entered into the Settlement solely for purposes of avoiding the risks and uncertainty of litigation.

This Settlement is the result of good-faith, arm's-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Has the Court decided who is right?

The Court hasn't decided whether GDIT or the Plaintiff is correct. GDIT and the Plaintiff reached a settlement by mediating the case with a neutral third party, for the sole purpose of resolving the matter and with no admission of liability or wrongdoing by GDIT.

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

Subject to Court approval, under the terms of the Settlement, GDIT agreed to pay \$900,000 (“Maximum Settlement Amount”) to settle all claims at issue of Plaintiff, Class Members and Class Counsel. Portions of the Maximum Settlement Amount will be used to pay Class Counsel’s attorneys’ fees and costs, Plaintiff’s Service Enhancement award, the costs of the Settlement Administration, and payments to the State of California Labor and Workforce Development Agency (“LWDA”) and PAGA Members for PAGA penalties. The remainder of the Maximum Settlement Amount will be available to pay money to the Class Members who do not exclude themselves from the class. Specifically, the Maximum Settlement Amount will be allocated as follows:

- 1) **Class Counsel’s Attorneys’ Fees and Costs.** Class Counsel will ask the Court to award attorneys’ fees to compensate them for the work performed for the benefit of the Class up to \$300,000, or 33 1/3% of the Maximum Settlement Amount. Class Counsel will separately ask the Court to reimburse litigation costs up to \$12,940.
- 2) **Class Representative Service Enhancement Award to Plaintiff.** Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$10,000 for Plaintiff.
- 3) **PAGA Penalty Payments.** Class Counsel will ask the Court to authorize a payment of \$33,750 to the California LWDA and a collective payment of \$11,250 to the PAGA Members to settle claims alleged under PAGA.
- 4) **Settlement Administration Expenses.** Class Counsel will ask the Court to reimburse the Settlement Administrator, CPT Group, Inc., for the costs incurred in administering the proposed Settlement (“Settlement Administration Expenses”), estimated to be no more than \$13,200.
- 5) **Payments to Class Members.** The amounts described in No. 1-4 above all will be subtracted from the Maximum Settlement Amount, and the amount remaining will constitute the Net Settlement Amount. The Net Settlement Amount will then be allocated for distribution under the procedure described below to Class Members who do not exclude themselves from the Settlement.

Class Members who do not submit a timely written request for exclusion from the settlement (“Settlement Class Members”) will receive a share of the Net Settlement Amount (the “Class Settlement Payment”). From the Net Settlement Amount, payments in the amount of \$200 shall be allocated for each Settlement Class Member that is a former GDIT employee as of July 26, 2021 and whose employment with GDIT was terminated between July 23, 2016 and July 26, 2021, estimated to be \$79,600 total. The remaining Net Settlement Amount is referred to as the “Workweek Fund” and will be paid to the Settlement Class Members based on their workweeks from July 23, 2015 through July 26, 2021 in which they worked for GDIT in a non-exempt job position in California (“Covered Class Workweeks”). Payments from the Workweek Fund will be distributed as follows:

Class Members shall be allocated three (3) points of credit for each Covered Class Workweek in which they worked overtime hours, i.e., more than 8 hours in a day or 40 hours in a week, and one (1) point of credit for each Covered Class Workweek in which they did not work overtime hours, from July 23, 2015 to July 26, 2021. The number of points of all Class Members are added together, then divided by the number of points for each Class Member, to determine each Class Member’s percentage share of the Workweek Fund. Each Class Member’s

percentage is then multiplied by the Workweek Fund to determine each Class Member's estimated individual settlement payment.

The PAGA Group Payment will be divided among PAGA Members based on the number of biweekly pay periods each PAGA Member worked compared to the number of biweekly pay periods worked by all PAGA Members, including those who opt out of the class action settlement.

Tax Treatment of Settlement Payments

Class Settlement Payments will be allocated as follows: 1/2 to unpaid wages, with all applicable taxes withheld, for which an IRS Form W-2 shall be issued, and 1/2 to non-wage recovery, including interest and penalties, for which an IRS Form 1099 shall be issued. GDIT will pay its share of payroll taxes on the amounts allocated as unpaid wages.

Payments to PAGA Members from the PAGA Group Payment are treated as civil penalties, not wages, for tax purposes, for which an IRS Form 1099 shall be issued.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

Your Weeks Worked and Estimated Individual Settlement Payment:

The settlement covers all workweeks from July 23, 2015 through July 26, 2021 in which a Class Member worked for GDIT in a non-exempt job in California. According to GDIT's records, you worked in a non-exempt job in California for some period(s) within this time period during the following dates:

- << NoticeMerge_ClassStartDate>> to << NoticeMerge_ClassEndDate>>

The PAGA portion of the settlement covers all biweekly pay periods from June 26, 2018 through July 26, 2021 in which a Class Member worked for GDIT in a non-exempt job position at a work location in California. According to GDIT's records, you worked in a non-exempt job in California for some period(s) within this time period during the following dates:

- << NoticeMerge_PAGAStartDate>> to << NoticeMerge_PAGAEndDate>>

Based on your work dates, the approximate amount of your recovery is: << **TotalestAmount**>>. This amount may change depending on participation in the settlement by all Class Members (*e.g.*, if a Class Member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds). If you are a PAGA Member, your estimated recovery for the PAGA portion of the settlement is: <<PAGA_estAmount>>.

Procedure for Disputing Information

If you want to dispute your number of estimated workweeks or pay periods, you need to provide written evidence supporting your claim by **November 29, 2021** and send to:

Loreto v. General Dynamics Information Technology, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Phone: 1(888) 525-1792
Fax: 1(949) 419-3446

GDIT's records are presumed to be correct unless you provide documentation to the Settlement Administrator that demonstrates otherwise. The Settlement Administrator will evaluate the evidence submitted by you and make the final decision as to whether you may be entitled to any additional settlement payment amount.

5. What am I giving up in exchange for the settlement benefits?

Release by Class Members

In exchange for receiving payments under the Settlement, Plaintiff and each Class Member who has not opted out of the Settlement (which would include you) shall be deemed to have fully, finally, and forever released GDIT Releasees¹ from all Released Class Claims through July 26, 2021, including unknown Released Class Claims to the fullest extent permitted by law. Released Class Claims are any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against GDIT Releasees, whether in law or equity, that have been asserted in the Complaint, or could have been asserted in the Complaint based on the facts and allegations pled, and including all such claims for recovery of compensation, and/or all penalties under the California Labor Code and California's Wage Orders, the California Business & Professions Code, from July 23, 2015 through July 26, 2021. All Settlement Class Members shall be bound by the release, unless they timely opt-out as explained below.

Release by PAGA Members

Plaintiff on behalf of himself and on behalf of the LWDA and each and every PAGA Member, shall be deemed to have fully, finally, and forever released each and all of the GDIT Releasees from all Released PAGA Claims, including unknown Released PAGA Claims to the fullest extent permitted by law. Released PAGA Claims are any and all claims against GDIT Releasees for civil penalties and other relief under PAGA, that have been asserted in the Complaint, or could have been asserted in the Complaint based on the facts and allegations pled, from June 26, 2018 through July 26, 2021. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have opted out of the Settlement Class.

HOW TO GET A SETTLEMENT PAYMENT

6. How do I get a settlement payment?

If the Settlement receives final approval by the Court, and you do not opt out, you will be mailed a check for your Class Settlement Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you are a PAGA Member, you will be mailed a check for your share of the PAGA Group Payment even if you opted out of the class Settlement.

7. When will I get my check?

The Court has scheduled a Final Approval Hearing on January 28, 2022, at 1:30 p.m. If the Court approves the Settlement, and there are no appeals, the Settlement Administrator will mail you your payment approximately two months after that. If there are any appeals of the approval order, your payment may be delayed until all appeals are resolved and the settlement becomes effective.

You will only have 120 days from the date the check is issued to cash it. After 120 calendar days from the date of mailing, the checks shall become null and void. Any uncashed amounts from your settlement check will be sent to

¹ "GDIT Releasees" means GDIT and all of its former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns, as well as each of their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers and trustees.

the Controller of the State of California as Unclaimed Property to be held in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

8. How do I ask the Court to exclude me from the Settlement Class?

You may only request exclusion from the class action portion of the settlement. You may not opt out of the PAGA portion of the settlement.

Class Members who wish to “opt out” of and be excluded from the class action settlement must submit to the Settlement Administrator a written Request for Exclusion that must be post-marked no later than **November 29, 2021**. The Request for Exclusion must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the class action settlement.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against GDIT. If you are a PAGA Member, you will still receive a check with your share of the PAGA Group Payment allocated to settle PAGA Members’ claims for civil penalties and you will be bound by the release as to the Released PAGA Claims.

Requests for Exclusion that do not include all required information or that are not timely submitted are ineffective. If you do not submit a valid and timely Request for Exclusion on or before **November 29, 2021**, and if the Court grants final approval of the settlement, you will be bound by the Settlement and its releases of the Released Class Claims and you will be considered a Settlement Class Member for settlement distribution purposes.

9. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself from the non-PAGA portion of the Settlement, you will be bound by all the terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and you will be prevented from suing GDIT Releasees or participating in any other litigation or class action relating to the matters being settled in this Action, if the Court grants final approval of the settlement. Regardless of whether you exclude yourself from the non-PAGA portion of the Settlement, if you are a PAGA Member, you will be bound by the Released PAGA Claims and you will be prevented from suing GDIT Releasees or participating in any other litigation or representative action relating to the Released PAGA Claims.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The Court has decided that the following lawyers are qualified to represent you and all Class Members for purposes of this Settlement. This means they have been appointed to serve as Class Counsel and represent the Class Members. You will not be charged for the work performed by Class Counsel. You may also appear in the Action through an attorney of your choice, at your own expense. Class Counsel’s contact information is as follows:

COHELAN KHOURY & SINGER

Jeff Geraci
 605 C Street, Suite 200
 San Diego, CA 92101
 Tel: (888) 808-8358
 Fax: (619) 595-3000
 matlas@ckslaw.com
 jgeraci@ckslaw.com

FERRARO VEGA EMPLOYMENT

LAWYERS, INC.
 Nicholas J. Ferraro
 2305 Historic Decatur Road, Suite 100
 San Diego, CA 92106
 Tel: (619) 693-7727
 nick@ferrarovega.com

11. How will the costs of the lawsuit and the settlement be paid?

You will not be charged for any costs. The lawyers will request the Court award their fees and reimburse their advancement of litigation expenses, from the Maximum Settlement Amount. Subject to court approval, Class Counsel will ask the Court to award attorneys' fees to compensate them for the work performed for the benefit of the Class up to \$300,000 or 33 1/3% of the Maximum Settlement Amount. Class Counsel also will ask the Court to reimburse litigation costs up to \$12,940.

In addition, and subject to Court approval, Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$10,000 for Plaintiff for his work and effort in prosecuting this case, for undertaking the risks of payment of costs (in the event the outcome of this Action was not favorable) and a general release of all claims.

The Court may award less than these amounts. If lesser amounts are awarded, those unawarded amounts may be added to the Net Settlement Amount for distribution to Settlement Class Members. However, if Plaintiff and Class Counsel appeal an order awarding lesser amounts, then any amount not approved by the Court after the resolution of the appeal will be donated as a charitable contribution.

OBJECTING TO THE SETTLEMENT**12. How do I object to the Settlement?**

You may object only as to the class action portion of the settlement and only if you do not submit a Request for Exclusion ("opt out") from the settlement. If you do not wish to opt out of the settlement but disagree with any portion of the class action settlement terms, you have the right to file an objection. If you opt out of the class action settlement, you will be ineligible to object to any aspect of the settlement.

You may not object to the PAGA portion of the settlement under any circumstances, whether or not you have opted out of the class action settlement. This means that if you qualify as a PAGA Member, you automatically will be bound by the PAGA portion of the settlement if the Court grants final approval of the settlement.

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than **November 29, 2021**. Your written objection must: (a) contain your name, address, telephone number, and the last four digits of your Social Security number; (b) state the case name and number: *Loreto v. General Dynamics Information Technology, Inc.*, Case No. 3:19-cv-01366-GPC-MSB; (c) state the specific reason for your objection including any legal support; (d) state whether you or someone on your behalf intends to appear at the final approval hearing; and (e) contain your signature.

If you do not object in the manner described above, you shall be deemed to have waived any objections to the proposed Settlement, including its fairness or adequacy, the payment of attorneys' fees or litigation costs to Class Counsel, the Service Enhancement award to Plaintiff, and any and all other aspects of the Settlement.

13. What's the difference between objecting and asking to be excluded?

You cannot both exclude yourself and object. You can do one or the other, or neither. Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action portion of the settlement only if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the class action settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on January 28, 2022 at 1:30 p.m. in Courtroom 2D, 2nd floor, at the District Court for the Southern District of California, Edward J. Schwartz Courthouse, located at 221 West Broadway, San Diego, CA 92101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. There is no time limit for the Court to make its decision.

Note: The Court may change the date of the final approval hearing without further notice to the Settlement Class. Any Class Member who returns a written objection letter will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

15. Do I have to come to the hearing?

No. Counsel for the parties will answer any questions the judge may have. You may attend the hearing and you may ask to speak, but you do not have to attend.

If you submit an objection, you do not have to come to Court to talk about it, but you can come if you wish. As long as you mailed a valid objection on time, the Court will consider it. You also may hire and pay another lawyer besides Class Counsel to attend, but it is not required. Class Counsel will not represent you in connection with any objection you submitted.

IF YOU DO NOTHING**16. What happens if I do nothing at all?**

If you do nothing, you automatically will receive your Class Settlement Payment from the Net Settlement Amount after the Court has granted final approval as well as your share of the PAGA Group Payment if you are a PAGA Member. If you never cash your settlement check(s), you nevertheless will be bound by all the terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and, if you are a PAGA Member, the waiver and release of all Released PAGA Claims relating to the Action as set forth above.

GETTING MORE INFORMATION**17. How do I get more information?**

This Notice summarizes the Settlement. This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying

documents and papers on file with the Court.

You may visit the Settlement Administrator's website at www.cptgroupcaseinfo.com/GeneralDynamicsSettlement where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Class Counsel or Counsel for GDIT for information about this lawsuit.

Write or email Class Counsel at:

Jeff Geraci
COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101
Tel: (888) 808-8358
Fax: (619) 595-3000
jgeraci@ckslaw.com

Nicholas J. Ferraro
FERRARO VEGA EMPLOYMENT
LAWYERS, INC.
2305 Historic Decatur Road, Suite 100
San Diego, CA 92106
Tel: (619) 693-7727
nick@ferrarovega.com

Write or email Counsel for GDIT at:

Carrie A. Gonell
Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

You may also contact the Settlement Administrator at:

Loreto v. General Dynamics Information Technology, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Phone: 1(888) 525-1792
Fax: 1(949) 419-3446

Do not call, write, or otherwise contact the Court or the Court Clerk's Office to ask about this settlement process.