

# **Exhibit A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

### ***Schneider v. Space Systems/Loral Inc.***

United States District Court, Northern District of California  
Case No. CV 11-02489 MMC

**You may be entitled to receive a payment from a class action settlement. Read below for more information.**

**You have received this Notice because SPACE SYSTEMS/LORAL's ("Defendant") records indicate that you are a Class Member in this Lawsuit.**

**This Notice advises you how you can participate in this Settlement and receive an Individual Settlement Payment. It also advises you how you can object to this Settlement and how you can request to be excluded from this Settlement.**

**Section B of the enclosed Claim Form shows the estimated minimum payment you will receive if you participate in the Settlement.**

**If you want to participate and receive an Individual Settlement Payment, you must complete, sign, and mail the enclosed Claim Form on or before December 2, 2013.**

**Please read this Notice carefully. Your legal rights are affected whether you act or not.**

### **I. WHO IS IN THE CLASS?**

The Settlement described in this Notice covers all current and former California employees of Defendant who worked in one or more "Covered Positions" during the "Covered Time Frame."

"Covered Position" means all "Associate" level "Engineers," (except "Program Management Engineers"). "Covered Time Frame" means the period beginning January 14, 2007 and ending on May 17, 2013. Individuals included in the Settlement are "Class Members."

### **II. WHAT IS THIS CASE ABOUT?**

On January 14, 2011, plaintiff Jeremy Schneider ("Plaintiff") filed the Lawsuit in Santa Clara County Superior Court against Defendant. The case was removed to federal court. The Lawsuit alleges that Class Members were misclassified as exempt from overtime pay requirements and not paid for overtime hours worked. It also alleges that Class Members were not provided

required meal and rest periods, received pay statements that did not comply with California law, and for former employees, alleges that they were not paid all wages owed at the time they left Defendant. It seeks recovery of unpaid wages (including overtime premium pay), penalty wages for non-compliant meal and rest periods, statutory penalties, interest, and attorneys' fees and costs. Defendant denies the allegations in the Lawsuit.

The Parties have agreed to settle the Lawsuit and have entered into a Stipulation of Settlement and Release. If you are a Class Member, you have the opportunity to (1) participate in the Settlement and receive an Individual Settlement Payment; (2) do nothing and receive no payment from the Settlement; (3) request exclusion from the Settlement and receive no Individual Settlement Payment; or (4) remain in the class, but object to the Settlement, as explained more fully in section IV(D), below.

### **III. WHAT ARE THE TERMS OF THE SETTLEMENT?**

#### **A. Amounts to be Paid**

The Maximum Settlement Amount is One Million Eight Hundred Thirty-One Thousand One Hundred Twenty-Eight Dollars (\$1,831,128). In addition to the Individual Settlement Payments to the Claimants, the following sums will be paid from the Maximum Settlement Amount: (1) a payment of \$5,000 to the California Labor and Workforce Development Agency to settle a claim brought on behalf of the State of California; (2) a Fee and Expense Award of attorneys' fees in an amount set by the Court (not to exceed \$450,000); (3) a Representative Plaintiff Award to the Plaintiff in an amount set by the Court for his service in the Lawsuit, not to exceed \$10,000; and (4) Administration Costs for the Settlement Administrator for the cost of administering the Settlement in an amount set by the Court, currently projected by the Parties to be \$20,000. The amount of the Maximum Settlement Amount remaining after subtracting these payments will be used to pay the Claimants who participate in the Settlement and is called the "Net Settlement Proceeds." The Net Settlement Proceeds is currently estimated to be \$1,346,128.

#### **B. Calculation of Individual Settlement Payments**

Individual Settlement Payments will be calculated on the basis of the number of weeks each Class Member worked in a Covered Position during the Covered Time Frame, exclusive of leaves of absence ("Individual Work Weeks"). Each Class Member's number of Individual Work Weeks will be divided by the Total Work Weeks for all Class Members, and the resulting percentage ("Percentage Share") will be multiplied by the Net Settlement Proceeds to determine the Class Member's Individual Settlement Payment (which amount will be subject to legally required tax withholdings). If the total of the Individual Settlement Payments to the Claimants is less than 60% of the Net Settlement Proceeds, the employer's portion of Payroll Taxes shall be added to the total Individual Settlement Payments up to the 60% floor; if the total is still less than 60% of the Net Settlement Sum, the amount necessary to reach 60% of the Net Settlement Sum will be proportionately divided among and added to the Individual Settlement Payments to the Claimants. The balance of the Remainder, if any, will be retained by Defendant.

If you wish to participate in the Settlement, you must complete, sign, and submit the enclosed Claim Form by the deadline to receive an Individual Settlement Payment. You may also choose

to exclude yourself from the Settlement and retain your right to sue Defendant for the claims asserted in the Lawsuit by completing and submitting an Exclusion Letter. If you do neither of the foregoing, you will not receive any portion of the money paid out under the Settlement and will still be bound by the terms of the Settlement if the Settlement is granted Final Approval by the Court.

**C. Your Estimated Minimum Individual Settlement Payment**

You can see your estimated minimum Individual Settlement Payment by looking at Section B of the enclosed Claim Form.

**D. Your Individual Work Weeks**

You can see your Individual Work Weeks by looking at Section A of the enclosed Claim Form. This number was based on Defendant's records, which will be presumed determinative. If you believe that number is wrong, you may challenge Defendant's records by submitting information or evidence to support your claim that Defendant's records are in error.

**E. Release of Claims**

Upon the Payment Obligation Date, all Class Members who have not submitted timely and valid Exclusion Letters will release and discharge Defendant, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys from all claims, demands, rights, liabilities, losses and causes of action that were or could reasonably have been asserted (whether in tort, contract or otherwise) for violation of the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief of any nature whatsoever based on the allegations pled in the Complaint, which are or could be the basis of claims that Defendant failed to pay overtime wages, failed to timely pay final wages, committed record-keeping violations, provided inaccurate itemized wage statements, failed to provide meal or rest breaks, or compensation in lieu thereof, or engaged in unfair business practices at any time on or before May 17, 2013. ("Class Released Claims").

The release of claims includes Class Released Claims which a Class Member does not know or suspect to exist in his or her favor against Defendant as of the date of Final Approval. Each Class Member who does not timely submit an Exclusion Letter will waive all rights and benefits afforded by section 1542 of the California Civil Code as to their Released Claims. Section 1542 provides:

A general release does not extend to claims which the creditor does 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.

#### **IV. WHAT ARE YOUR OPTIONS?**

##### **A. Submitting a Claim and Receiving Payment**

If you are a Class Member and wish to receive your Individual Settlement Payment, you must sign, date and return the enclosed Claim Form by first class U.S. mail or the equivalent, postmarked on or before December 2, 2013 to:

Schneider v. SS/L Settlement Administrator  
c/o [address and toll-free number to be inserted]

If you lose, misplace, or need another Claim Form, you should contact the Settlement Administrator at the following toll-free number: \_\_\_\_\_.

##### **B. Do Nothing**

If you do not want to participate in the Settlement, you do not need to take action. If you do nothing, you will not receive an Individual Settlement Payment, but you will be bound by the terms of the Settlement if the Settlement is granted Final Approval by the Court.

##### **C. Excluding Yourself from the Settlement**

If you do not wish to participate in the Settlement described in this Notice and want to retain your right to sue Defendant separately, you may exclude yourself by writing a request for exclusion letter ("Exclusion Letter") that is postmarked on or before December 2, 2013. To be valid, you must include your name and signature and the following statement or something similar in your Exclusion Letter: "I request to be excluded from the class action proceedings taking place in the matter of *Schneider v. Space Systems/Loral Inc., United States District Court of Northern District of California Court Case No. CV 11-02489 MMC*". You must sign, date, and return the Exclusion Letter with a postmark on or before July 29, 2013, by first class U.S. mail, or the equivalent, to:

Schneider v. SS/L Settlement Administrator  
c/o [address and toll-free number to be inserted]

##### **D. Objecting to Settlement**

You can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection. If you wish to object in person as well as in writing, you must also state in your objection that you intend to appear at the final approval hearing. If you intend to object and desire to present evidence at the final approval hearing, you must include in your written objection the identity of any person from whom you obtain a declaration and exhibits you intend to introduce into evidence at the hearing. You must file your written objection with the Clerk of the Court, 450 Golden Gate Avenue, San Francisco, CA 94102, and send copies to the following:

CLASS COUNSEL:

Scott B. Cooper, Esq.  
The Cooper Law Firm, P.C.  
2030 Main Street, Suite 1300  
Irvine, CA 92614  
(949) 724-9200

Roger R. Carter, Esq.  
The Carter Law Firm  
2030 Main Street, Suite 1300  
Irvine, CA 92614  
(949) 260-4737

DEFENDANT'S COUNSEL:

Lynne C. Hermle, Esq.  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, California 94025

Any written objections shall state each specific reason in support of your objection and any legal support for each objection. Your objection also must state the case name and number, your full name and address. Whether or not you intend to appear at the final approval hearing, to be valid and effective, any objections to final approval of the Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than December 2, 2013.

If you choose to file an objection to the terms of this Settlement, you may do so *in propria persona* (meaning you choose to represent yourself) or through an appearance filed by you or your attorney at your own expense.

**IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT IF YOUR OBJECTION IS NOT SUSTAINED, YOU MUST TIMELY FILE A CLAIM FORM AS EXPLAINED ABOVE**

**V. FINAL APPROVAL HEARING**

The court will hold a hearing in Courtroom 7 of the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, on January 24, 2014, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on Class Counsel's request for a Fee and Expense Award, the Representative Plaintiff Award, the PAGA Payment and the Administration Costs.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the final approval hearing.

If you file a claim and the Court enters Final Approval of this Settlement, your Individual Settlement Payment will be mailed to you within 10 days after the Payment Obligation Date.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed "Stipulation of Settlement and

Release” which is on file with the Clerk of the Court and on the web at <http://www.spacesystemssettlement.com>. Additionally, class counsel will file a motion seeking court approval of a fee and expense award and a representative plaintiff award, which is also available on the website. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court of the Northern District of California at the address listed in Section V, above.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK, SS/L’S COUNSEL, OR DEFENDANT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**

**IF YOU HAVE QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE TOLL FREE NUMBER (800) [REDACTED] OR CLASS COUNSEL AT THE PHONE NUMBERS LISTED IN SECTION IV(D) ABOVE.**

\* << \_\_\_\_\_ >> \* - «seq»

MAKE NECESSARY CORRECTIONS TO YOUR ADDRESS:

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

## CLAIM FORM

### *Schneider v. Space Systems/Loral Inc. Class Action Settlement*

United States District Court, Northern District of California

Case No. CV 11-02489 MMC

**IMPORTANT: YOU MUST RETURN THIS CLAIM FORM TO THE SETTLEMENT ADMINISTRATOR POSTMARKED ON OR BEFORE DECEMBER 2, 2013, TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT.**

**A. Your Individual Work Weeks**

According to payroll records maintained by Space Systems/Loral, Inc. ("Defendant"), you were employed by SS/L in a Covered Position during the Covered Time Frame (as those terms are defined in the enclosed Notice) for a total of \_\_\_\_\_ Individual Work Weeks.

**B. Your Approximate Minimum Payment**

Based on the information provided above and the anticipated court-approved deductions from the Maximum Settlement Amount, it is estimated that your Individual Settlement Payment will be \$\_\_\_\_\_ (minus applicable taxes and withholdings).

**C. Challenging the Employment Information Shown in Section A**

If you believe the number of Individual Work Weeks shown in Section A above is not correct, you may send a letter to the Settlement Administrator indicating what you believe is the correct number of Individual Work Weeks. You may also send any documents or other information that supports your belief that the information is incorrect. Please be advised that the number of Individual Work Weeks listed above is presumed to be correct unless you send documents that indicate otherwise.



**D. No Retaliation and Non-Disclosure of Claimants**

As required by California law, Defendant prohibits retaliation against employees and will not tolerate retaliation against any employee who submits a Claim Form in connection with this Settlement. Unless necessary to resolve a dispute regarding a claim, no supervisors or managers of Class Members will be provided or allowed access to any information pertaining to the identity of Class Members who submit claim forms.

**E. Release of Claims**

By signing below, I acknowledge that upon the Payment Obligation Date, I hereby fully release and discharge Defendant; its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys ("Released Parties") from all claims, demands, rights, liabilities, losses and causes of action that were or could reasonably have been asserted (whether in tort, contract or otherwise) for violation of the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief of any nature whatsoever based on the allegations pled in the Complaint, which are or could be the basis of claims that Defendant failed to pay overtime wages, failed to timely pay final wages, committed record-keeping violations, provided inaccurate itemized wage statements, failed to provide meal or rest breaks, or compensation in lieu thereof, or engaged in unfair business practices at any time on or before May 17, 2013, whichever is earlier. ("Class Released Claims").

With respect to the Class Released Claims only, I also waive all rights and benefits afforded by California Civil Code § 1542, which provides, "A general release does not extend to claims which the creditor does 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."

**F. Signature**

I have read and understand the enclosed Notice and this Claim Form and agree to abide by their terms. I understand that I may further inform myself of the terms of the Stipulation of Settlement by communicating with the Settlement Administrator or Class Counsel, or by reviewing the Court's records.

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

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Class Member Signature

**Reminder check list:**

1. DATE AND SIGN FORM.
2. KEEP A COPY FOR YOUR RECORDS.
3. SEND THE CLAIM FORM TO:  
Schneider v. Space Systems/Loral Inc. Settlement Administrator  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Toll Free: 8\_\_ - \_\_ - \_\_\_\_
4. MAKE SURE THAT THE CLAIM FORM IS POSTMARKED NO LATER THAN  
DECEMBER 2, 2013.