

**- Legal Notice -**

*- This is not a solicitation from a lawyer -*

**To: All current and former non-exempt employees of NSC Technologies, LLC who were placed to work at the BAE Systems San Diego Ship Repair Inc. facility at 2205 E. Belt Street in San Diego, California between January 10, 2016, and August 8, 2021 (“Settlement Class” or “Settlement Class Members”).**

If you are a Settlement Class Member, you could get a money payment from a proposed class and representative action settlement. This Notice is to tell you about a hearing regarding the proposed settlement and to explain your options in this case. You are entitled to participate in this settlement and NSC Technologies, LLC (“NSC”) and BAE Systems San Diego Ship Repair Inc. (“BAE SDSR”) will not retaliate or take any adverse action against you whether or not you do nothing, object to the settlement, hire your own attorney, or exclude yourself from the settlement.

Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

**Your Legal Rights and Options in This Settlement**

<b>1</b>	<b>Do nothing</b>	You will receive a settlement payment as described below and you will release your claims against NSC and BAE SDSR regarding the challenged practices.	<i>See page 4</i>
<b>2</b>	<b>Object</b>	You may write to the Court to say why you do not agree with the proposed settlement. You will still be part of this lawsuit.	<i>See pages 4-5</i>
<b>3</b>	<b>Do nothing but get your own lawyer</b>	You will still be part of this lawsuit, but you can hire your own lawyer to represent you. You must then pay your own lawyer’s fees and costs.	<i>See page 5</i>
<b>4</b>	<b>Opt out</b>	You will not be eligible for payment from the settlement.	<i>See page 5</i>

**Please do not call or write the Court, NSC, or BAE SDSR with questions about this lawsuit.**

*If you have more questions after reading this Notice, see page 5.*

**What This Case is About**

This case is called *Thompson, et al. v. NSC Technologies, Inc. Group, Inc., et al.* (United States District Court, Southern District of California, case no. 3:20-cv-00371-JO (MSBx)). This case is brought on behalf of all current and former non-exempt employees who worked for NSC. and were placed to work at the BAE SDSR between January 10, 2016, and August 8, 2021. These individuals are referred to as “Settlement Class Members.”

Plaintiff Arthur Thompson (“Plaintiff”) alleges that NSC and BAE SDSR failed to: provide required meal and rest periods, pay all overtime and minimum wages, pay all wages due to discharged and quitting employees, maintain required records, furnish accurate itemized wage statements, and indemnify employees for necessary expenditures incurred in the discharge of duties. Plaintiff also contends that NSC and BAE SDSR engaged in unfair and unlawful business practices and that Settlement Class Members are entitled to penalties under the Labor Code Private Attorneys General Act (“PAGA”). NSC and BAE SDSR deny all liability for these claims and contend that their employment practices have complied with applicable state and federal laws at all times. NSC and BAE SDSR have asserted a number of factual and legal defenses to Plaintiff’s claims. Nonetheless, without admitting any liability and in the interest of resolving this dispute, Plaintiff, NSC and BAE SDSR have agreed to the settlement described below.

The Court has made no ruling on the merits of Plaintiff's claims or NSC and BAE SDRS's defenses. However, the Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for March 29, 2023, at 9:30 a.m. in Courtroom 4C of the United States District Court for the Southern District of California, located at 221 West Broadway, San Diego, California 92101.

**Benefits of the Settlement – What You May Get**

Under the terms of the settlement, NSC Technologies, Inc. has agreed to fund a settlement amount in the amount of \$2,750,000.00.

If you do not timely request to opt-out, you will be issued a share of the settlement amount remaining after costs and fees are deducted ("Individual Settlement Payment"). The amount allocated to each Settlement Class Member will be distributed on an individual basis as a fraction of the settlement distribution:

"Qualifying Workweeks" Settlement Class Member Was Employed by NSC and Was Placed to Work at the BAE SDRS

---

Total "Qualifying Workweeks" That all Settlement Class Members Were Employed by NSC and Were Placed to Work at the BAE SDRS

"Qualifying Workweeks" means the number of weeks a Settlement Class Member was employed by and worked for NSC and was placed to work at the BAE SDRS, between January 10, 2016, and August 8, 2021 (the "Class Period"). Each Qualifying Workweek runs from Sunday to Saturday. Workweeks worked by individuals and Settlement Class Members when they were employed directly for BAE SDRS. and/or when assigned to work at BAE SDRS by an entity other than NSC during the Class Period are not included in the Released Claims.

Twenty percent (20%) of each Individual Settlement Payment shall be allocated as wages and eighty percent (80%) as statutory penalties and interest. All employer's and employee's share of withholdings and taxes associated with the wage portion of the Individual Settlement Payment will be deducted.

According to NSC's records, you were employed by NSC as a non-exempt employee in California and were placed to work at BAE SDRS during the Class Period, and you have a total of [Number] Qualifying Workweeks as a Settlement Class Member. Based on this number, your estimated Individual Settlement Payment (before tax and other payroll withholdings and deductions) is \$[redacted]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the information listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the information listed above, please submit an explanation and supporting documents showing the correct information to the Settlement Administrator, postmarked no later than **January 23, 2023** at the following address:

NSC Technologies, LLC  
c/o **Phoenix Settlement Administrators**  
**P.O. Box 7208**  
**Orange, CA 92863**  
**Telephone: 1(800) 523-5773**  
**Email: notice@phoenixclassaction.com**

In the event of a dispute regarding what information is correct, Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided within ten (10) business days of the **January 23, 2023**.

In order to ensure receipt of your payment, it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address, and you may do so by contacting the Settlement Administrator by mail at the address listed above or by calling its phone number listed in this Notice.

**Release**

At the end of the case, if the Court grants final approval of the settlement, all Settlement Class Members who do not opt-out of the settlement will give up all rights to sue NSC and BAE SDRS for the claims covered by the release set forth below. If you have questions concerning the release, you may contact attorneys for the Settlement Class.

Upon entry of the final approval order and judgment, each Settlement Class Member, on behalf of himself/herself and his/her heirs and assigns, who has not submitted a valid request for exclusion, will release NSC and BAE SDRS including their former and present parents, subsidiaries, holding companies, investors, sister and affiliated companies, divisions, and other related entities, as well as its and their successors, predecessors, shareholders, officers, directors, partners, assigns, agents, employees,

principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives, both individually and in their official capacities, past or present, as well as all persons acting by, through, under or in concert with any of these persons or entities (collectively the “Released Parties”) from the following rights or claims (the “Released Claims”):

All claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties (including but not limited to Private Attorneys General Act of 2004 (“PAGA”) penalties, waiting time penalties and all other penalties available under the California Labor Code), costs, expenses, attorneys’ fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, that are or could have been alleged by Settlement Class Members against NSC and/or BAE SDSR in the operative complaint in the Action, and any amendment(s) thereto, or in the Notice of Labor Code Violations sent to the LWDA, based on the factual allegations contained therein for the Class Period (January 10, 2016, through August 8, 2021, including: (a) all claims for failure to pay overtime wages in violation of the Fair Labor Standards Act (29 U.S.C. Section 201, et seq.); (b) all claims for failure to pay minimum wages in violation of the Fair Labor Standards Act (29 U.S.C. Section 201, et seq.); (c) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198, and IWC Wage Order 4, and IWC Wage Order 5-2001, § 3); (d) all claims for meal and rest period violations (Labor Code §§ 226.7, 510, 512, 1194, 1197, IWC Wage Order No. 1-2001, §§ 11, 12); (e) all claims for unpaid minimum wages (Labor Code §§ 1194, 1197, 1197.1, IWC Wage Order No. 1-2001, § 4); (f) all claims for the failure to timely pay wages upon termination, failure to pay waiting time violations, and failure to pay all wages due to discharged and quitting employees (Labor Code §§ 201, 202 and 203); (g) all claims for the failure to timely pay wages during employment (Labor Code § 204); (h) all claims for wage statement violations (Labor Code §§ 226, 1174, IWC Wage Order No. 1-2001, § 7); (i) all claims for the failure to maintain records (Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7); (j) all claims for failure to indemnify employees for necessary expenditures incurred in discharge of duties (Labor Code § 2802); (k) all claims asserted through California Labor Code sections 2698 et seq. (PAGA) arising out of the aforementioned claims; (l) all claims asserted through California Business & Professions Code § 17200 et seq. arising out of the aforementioned claims; and (m) all claims asserted through the Fair Labor Standards Act arising out of the aforementioned claims.

The Released Claims shall include all the above claims for the period beginning January 10, 2016 through August 8, 2021.

#### **Notice of Hearing in this Case**

The Court has allowed Plaintiff Arthur Thompson to represent the Settlement Class Members and has given preliminary approval to a proposed settlement. A final hearing to consider the fairness of the proposed settlement is scheduled for **March 29, 2023 at 9:30 a.m.** at the following location:

United States District Court for the Southern District of California  
Courtroom 4C  
221 West Broadway  
San Diego, California 92101

You are not required to attend the final hearing. The hearing may be continued or adjourned without further notice to the Settlement Class Members.

#### **Attorneys’ Fees and Costs, Administration Costs, Class Representatives’ Enhancement Payments, and PAGA Payment**

Under the terms of the settlement, Plaintiff’s attorneys, Matern Law Group, will submit a request to the Court for up to \$916,666.67 in attorneys’ fees and reasonable costs spent in pursuit of this lawsuit.

The Settlement Administrator, **Phoenix Settlement Administrators**, will seek a payment of up to **\$15,000.00** to cover all costs and fees to administer the settlement. Plaintiff will request a Class Representative Enhancement payment of \$15,000.00 for his time and effort in assisting in the litigation and settlement and for releasing all of his individual claims against NSC and BAE SDSR.

\$100,000.00 of the settlement amount shall be designated for satisfaction of Plaintiff and Settlement Class Members’ claims pursuant to PAGA. Pursuant to PAGA, 75 percent, or \$75,000.00, of this amount shall be paid to the LWDA, and 25 percent, or \$25,000.00 shall be distributed to eligible Settlement Class Members based on Qualifying Workweeks.

All amounts requested for fees, costs, enhancements, payments and releases are subject to Court approval at the final approval hearing.

## More Information About Your Options and Legal Rights

### 1 Do Nothing.

---

If you do nothing, you will be deemed part of the Settlement Class and you will be issued a money payment from the proposed settlement. If you do nothing, you will also stay in this lawsuit. This means that you accept the Court's decisions in this case relating to the Settlement Class, and that you cannot bring a separate lawsuit against NSC and BAE SDSR for these claims, even if you do not cash, deposit, or otherwise negotiate your settlement check. You do not have to pay for the lawyers who have represented you in this case so far.

### 2 Object.

---

If you are a Settlement Class Member who does not opt out of the settlement, you may write to the Court to say why you do not agree with the proposed settlement.

Your objection must include:

- The name of this case (*Thompson, et al. v. NSC Technologies, Inc., et al.*, United States District Court, Southern District of California, Case No. 3:20-cv-00371-JO (MSBx));
- Your name;
- Your current address;
- Your telephone number;
- A written statement of the basis of the objection, including the reasons why you believe that the Court should find that the proposed settlement is not in the best interests of the Settlement Class and the reasons why the settlement should not be approved;
- Copies of any papers, briefs, or other documents upon which the objection is based; and
- A statement whether you intend to appear at the Final Fairness Hearing; and
- Your signature or signature of your counsel, if any.

**Your objection must be filed with the Court by **January 23, 2023**. You may submit your objection by mailing it to the Court at:**

Clerk, United States District Court for the Southern District of California  
Courtroom 4C  
221 West Broadway  
San Diego, California 92101

**You also must mail a copy of your objection to all of the attorneys listed below by **January 23, 2023**:**

**Attorneys for the Settlement Class ("Class Counsel"):**

**MATERN LAW GROUP**  
Matthew J. Matern  
Scott A. Brooks  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, CA 90266

**Attorneys for Defendants ("Defendants' Counsel"):**

**DLA PIPER LLP (US)**  
Mary Dollarhide  
Taylor Wemmer  
4365 Executive Drive, Suite 1100  
San Diego, CA 92121

If you object, you remain a member of the Settlement Class and remain eligible to receive a settlement payment if final approval is granted. A Settlement Class Member who does not mail a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will not be entitled to make any objections to the settlement (whether by appeal or otherwise). A Settlement Class Member who files and serves a timely notice of objection will have a right to appear at the final approval hearing to have his or her objections heard by the Court.

### 3 Do nothing but get your own lawyer.

---

If you want to participate in the proposed settlement and stay in the class action but prefer to have your own attorney, you are free to do so. But, you will have to pay your lawyer's fees and costs.

#### 4 Opt out.

---

If you do not want to remain a member of the Class, you can request exclusion from the Settlement Class (*i.e.*, opt out). You can opt out of the Settlement Class by mailing a written and signed request for exclusion to the Settlement Administrator. It must be sent by postmarked mail no later than **January 23, 2023**. This request for exclusion must contain the following information: (a) your printed full name (and any other names used while employed by NSC Technologies, Inc.), (b) your full address and telephone number, and (c) a clear statement that you do not wish to be included in the settlement. This request must be **signed** by you.

If you opt out of the settlement, you will no longer be a member of the Settlement Class, you will be barred from participating in this settlement, and you will receive no money or benefit from this settlement. By opting out of the Settlement Class, you will retain whatever rights or claims you may have, if any, against NSC and BAE SDRS and you will be free to pursue such claims on an individual basis, if you choose to do so.

Your request for exclusion should be emailed or mailed to:

**NSC Technologies, LLC**  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: 1(800) 523-5773  
Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

#### To Learn More About This Case

---

This notice is only a summary. For more information about this case and to review key documents pertaining to the proposed settlement, you may:

**Contact the Settlement Administrator:**

**NSC Technologies, Inc.**  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: 1(800) 523-5773  
Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

- OR -

**Contact Class Counsel:**

**MATERN LAW GROUP**  
Matthew J. Matern  
Scott A. Brooks  
[mmatern@maternlawgroup.com](mailto:mmatern@maternlawgroup.com)  
[sbrooks@maternlawgroup.com](mailto:sbrooks@maternlawgroup.com)  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, CA 90266

You also may inspect the court files in person at the Clerk's Office, located at Edward J. Schwartz United States Courthouse, 221 West Broadway, San Diego, California 92101, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, with the exception of federal holidays.

**PLEASE DO NOT CALL OR WRITE THE COURT WITH QUESTIONS ABOUT THIS SETTLEMENT OR THE ADMINISTRATION PROCESS.**

**BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA**