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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

J. MITCH HALL and NATHAN
KAY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

L-3 COMMUNICATIONS
CORPORATION, L-3
COMMUNICATIONS VERTEX
AEROSPACE, LLC and L-3
COMMUNICATIONS
INTEGRATED SYSTEMS L.P.,

Defendants.

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

**DECLARATION OF PETER
ROMER-FRIEDMAN IN SUPPORT
OF CLASS COUNSEL'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AND CLASS
CERTIFICATION**

1 I, Peter Romer-Friedman, declare under penalty of perjury of the laws of the
2 United States:

3 1. I am competent to testify and have personal knowledge the statements
4 herein in this declaration.

5 2. I, along with my co-counsel, am Plaintiffs' counsel in the above-
6 captioned matter.

7 3. I have worked on this matter since the fall of 2016. During this time, I
8 was employed as Counsel by Outten & Golden LLP ("Outten & Golden").

9 **MY BACKGROUND AND EXPERIENCE**

10 4. I am admitted to practice in the District of Columbia and New York,
11 and in the U.S. District Courts for the District of Columbia, Southern District of New
12 York, Eastern District of New York, District of Colorado, and Northern District of
13 Illinois. I am also admitted to practice in the U.S. Courts of Appeals for the District
14 of Columbia Circuit, Ninth Circuit, Sixth Circuit, and Federal Circuit.

15 5. I am admitted *pro hac vice* in the Eastern District of Washington in the
16 above-captioned matter.

17 6. I am Counsel at Outten & Golden, and a member of the firm's Class
18 Action Practice Group. Outten & Golden is a 60-plus attorney law firm that focuses
19 on representing plaintiffs in a wide variety of employment matters, including
20 individual and class action litigation, as well as contract and severance negotiations.

1 Outten & Golden focuses on advising and representing individuals in employment,
2 partnership, and related workplace matters, both domestically and internationally.
3 The firm counsels individuals on employment and severance agreements; handles
4 complex compensation and benefits issues (including bonuses, commissions, and
5 stock/option agreements); and advises professionals (including doctors and lawyers)
6 on contractual issues. It also represents employees with a wide variety of claims,
7 including discrimination and harassment based on sex, sexual orientation, gender
8 identity and expression, race, disability, national origin, religion, and age, as well as
9 retaliation, whistleblower, and contract claims. The firm handles class actions
10 involving a wide range of employment issues, including economic exploitation,
11 gender- and race-based discrimination, wage-and-hour violations, violations of the
12 WARN Act, and other systemic workers' rights issues. Our lawyers are recognized
13 as some of the most qualified and highly skilled in the field of employment law. *Best*
14 *Lawyers* and *U.S. News & World Report* ranked Outten & Golden as "Best Law
15 Firm" in Litigation – Labor & Employment and Employment Law – Individuals. In
16 December 2014, *Legal Leaders* ranked Outten & Golden "New York Area's Top
17 Rated Lawyers for Labor & Employment." Many of our lawyers are AV-rated by
18 Martindale-Hubbell and have been recognized by Super Lawyers in the field of
19 "Employment Law – Employee." The Legal 500 recognized Outten & Golden as
20 belonging to the first tier of law firms in the category of "Labor and Employment

1 Disputes (Including Collective Actions): Plaintiff.”

2 7. I regularly represent employees in cases challenging discrimination
3 based on military service or status, sex, sexual orientation, age, race, and disability.

4 8. Since 2009, I have served as lead or co-lead counsel in actions that
5 secured more than \$1.4 billion in monetary relief and important programmatic
6 changes to governmental and corporate institutions, including one of the largest
7 reported settlements in the history of the Equal Credit Opportunity Act, two of the
8 largest reported settlements in the history of the Fair Housing Act, and four of the
9 largest reported settlements in the history of the Uniformed Services Employment
10 & Reemployment Rights Act (“USERRA”). Some of my representative matters

11 include:

- 12 • *Huntsman v. Southwest Airlines Co.*, No. 17 Civ. 3872 (N.D. Cal. Sept.
13 13, 2018) – Served as lead counsel and obtained USERRA settlement
14 estimated to be worth up to \$19 million for over 1,500 Southwest
15 Airlines pilots.
- 16 • *Keepseagle v. U.S. Dept. of Agriculture*, No. 99 Civ. 03119 (D.D.C.) –
17 Served as co-lead counsel in a class action that won a \$760 million
18 settlement for Native Southwest farmers and ranchers who were denied
19 farm loans by U.S. Department of Agriculture from 1981 to 1999, as well
20 as far-reaching programmatic relief.

- 1 • *National Fair Housing Alliance v. Wells Fargo & Co.*, HUD No. 09-12-
2 0708-8 – Served as lead counsel and obtained a \$42 million settlement with
3 Wells Fargo in a Fair Housing Act action brought by 13 fair housing
4 groups who challenged the failure to properly maintain and market
5 foreclosed properties in predominantly black and Latino communities
6 nationally.
- 7 • *Tuten v. United Air Lines, Inc.*, No. 12 Civ. 01561 (D. Colo.) – Served as
8 Class Counsel and obtained a \$6.15 million settlement on behalf of 1,200
9 United pilots in a USERRA action that challenged United’s failure to make
10 the proper pension contributions during periods of military leave from
11 2001 to 2012.
- 12 • *Allman v. American Airlines, Inc. Pilot Retirement Program Variable*
13 *Income Plan*, No. 14 Civ. 10138 (D. Mass.) – Served as Class Counsel
14 and obtained more than \$6 million settlement on behalf of over 1,200
15 American Airlines pilots in a USERRA and ERISA action that
16 challenged the airline’s failure to make the proper pension contributions
17 during periods of military leave since 1997.
- 18 • *Martin v. Washington State*, No. 14-2-00016-7 (Wash. Super. Ct.) –
19 Served as Class Counsel and obtained a settlement worth approximately
20 \$15 million in wages and pension benefits for 878 Washington State
21

1 Patrol Troopers who were denied veterans' preference in hiring and
2 promotions over decades.

- 3 • *Cote v. Wal-Mart Stores, Inc.*, No. 15 Civ. 12945 (D. Mass.) – Served as
4 Class Counsel and obtained a \$7.5 million settlement on behalf of a class
5 of current and former Wal-Mart employees who challenged Wal-Mart's
6 prior policy of not providing spousal health insurance benefits to
7 employees with same-sex spouses as a Title VII violation.
- 8 • *Greater New Orleans Fair Housing Action Center v. U.S. Department of*
9 *Housing and Urban Development*, No. 08 Civ. 01938 (D.D.C.) – Served
10 as co-lead counsel and obtained \$469 million of voluntary reforms in
11 response to the lawsuit and negotiated a \$62 million settlement in a Fair
12 Housing Act class action that challenged racial discrimination in the
13 nation's largest housing rebuilding program in post-Katrina New Orleans.
- 14 • *Hill v. U.S. Postal Service*, No. 4H310009104 (EEOC Federal Sector) –
15 Served as Class Counsel and obtained an \$11 million settlement in a
16 nationwide class action that challenged the U.S. Postal Service's pre-offer
17 medical inquiries that violated the Rehabilitation Act.
- 18 • *Levs v. CNN and Turner Broadcasting*, EEOC Charge No. 410-2014-
19 00427 – Obtained settlement in a Title VII action that challenged the
20 amount of paternity leave biological fathers were given by CNN and

1 Turner Broadcasting as a violation of Title VII’s prohibition on sex
2 discrimination.

- 3 • *Podliska v. House Benghazi Committee and Rep. Trey Gowdy*, No. 15
4 Civ. 2037 (D.D.C.) – Obtained a settlement on behalf of a former
5 investigator of the House Benghazi Committee who alleged that he was
6 terminated in violation of USERRA due to his military service.
- 7 • *Savage v. Federal Express*, 856 F.3d 440 (6th Cir. 2017) – Briefed and
8 argued a successful appeal in one of the first appellate decisions on the
9 formula employers should use to determine the pension or retirement
10 benefits of reservists who take military leave, and later obtained a
11 settlement.

12 9. Prior to joining Outten & Golden in September 2016, I served as the
13 Deputy Director of Litigation of the Washington Lawyers’ Committee for Civil
14 Rights and Urban Affairs. As the Deputy Director of Litigation, I litigated and
15 supervised class and individual impact civil rights cases in a range of areas, including
16 employment discrimination, fair housing, and public accommodations.

17 10. I have been selected as a Rising Star in the District of Columbia by
18 Super Lawyers in 2014, 2015, 2016, 2017, and 2018. On two occasions, I was a
19 finalist for Public Justice’s Trial Lawyer of the Year Award: in 2011 for my work
20 on *Keepseagle v. Vilsack*, and in 2018 for my work in *Cote v. Walmart*. In 2018, I

1 was recognized as one of the 500 Leading Plaintiff Employment Lawyers by
2 Lawdragon.

3 11. From 2009 to 2015, I served as an associate in Cohen Milstein Sellers
4 & Toll PLLC's Civil Rights and Employment Group, and collaborated regularly
5 with the firm's Employee Benefits Group on veterans' rights litigation.

6 12. From 2007 to 2009, I served as labor counsel to the Senate Committee
7 on Health Education Labor and Pensions ("HELP") and its Chairman, Senator
8 Edward M. Kennedy. Among my responsibilities as labor counsel, I served as the
9 primary advisor to Chairman Kennedy and other members of the HELP Committee
10 on USERRA issues, and I drafted several USERRA reform proposals that were
11 enacted by Congress and signed into law by the President. Since leaving the HELP
12 Committee in 2009, I have regularly advised Senate and House Committees and
13 members of Congress on labor, employment, civil rights, and veterans issues, and I
14 am an active member of the National Employment Lawyers Association's federal
15 legislative advocacy in Washington, DC.

16 13. From 2006 to 2007, I served as a law clerk to Judge Stephen Reinhardt
17 of the U.S. Court of Appeals for the Ninth Circuit in Los Angeles. During law
18 school, I was an extern to Judge Shira Scheindlin of the U.S. District Court for the
19 Southern District of New York.

20 14. In 2006, I graduated from Columbia Law School, where I was a James
21

1 Kent Scholar and a Harlan Fiske Stone Scholar. During law school, I served as a
2 managing editor of the Columbia Journal of Law & Social Problems.

3 15. Prior to law school, I was a legislative representative and union
4 organizer for the United Steelworkers and co-founded the Worker Rights
5 Consortium, a non-profit organization that monitors labor rights in apparel factories
6 worldwide.

7 16. In 2001, I earned my B.A. in economics from the University of
8 Michigan at Ann Arbor, and was selected as a Truman Scholar by the Harry S.
9 Truman Scholarship Foundation.

10 17. I have authored the following publications and articles focused on
11 workers' rights: *Eliot Spitzer Meets Mother Jones: How State Attorneys General*
12 *Can Enforce State Wage and Hour Laws*, 39 Columbia Journal of Law & Social
13 Problems 495 (2006); *Modeling Wage Increases in the Collegiate Apparel Industry*,
14 Michigan Journal of Economics, Vol. 16, Issue 1 (2000) (co-authored with Glenn
15 Wright and Adam Levin).

16 **NINA MARTINEZ'S BACKGROUND AND EXPERIENCE**

17 18. Ms. Martinez is an associate at O&G in New York, NY, where she
18 represents workers in class action discrimination cases. Prior to joining Outten &
19 Golden's New York office in September 2017, Ms. Martinez served as a Skadden
20 Fellow at the New York Legal Assistance Group where she developed the

1 Employment Mediation Project. Ms. Martinez received her B.A. from the
2 University of Florida in 2010, a M.S. in Elementary Education from Hunter
3 College in 2012, and her J.D. from the University of Pennsylvania School of Law
4 in 2015. Ms. Martinez has worked on other employment and civil rights class
5 action cases, including *Rodriguez v. The Procter & Gamble Company*, No. 17 Civ.
6 422652 (S.D. Fla.); *Kelly v. Brooklyn Events Center, LLC d/b/a Barclays Center*,
7 *et al.*, No. 17 Civ. 4600 (E.D.N.Y.); *Millien v. The Madison Square Garden*
8 *Company, et. al.*, No. 17 Civ. 4000 (S.D.N.Y); and *Schrivver v. Golden Corral*
9 *Corporation*, No. 17 Civ. 00136 (S.D. Ohio).

10 FACTUAL BACKGROUND

11 **A. BACKGROUND ON L-3 AND ITS ISR PROGRAMS**

12 19. L-3 Communications Corp. (now called “L3 Technologies”) is the
13 thirteenth largest American defense contractor and a prime contractor in ISR
14 systems, aircraft sustainment, simulation and training, and detection systems.

15 20. L-3’s customers include federal defense, intelligence, and homeland
16 security agencies.

17 21. L-3 operates many of its businesses through wholly owned subsidiaries,
18 including L-3 Vertex Aerospace (“L-3 Vertex”) and L-3 Communications Integrated
19 Systems (“L-3 CIS”), which collectively employed hundreds of ISR pilots since
20 2011.

1 22. L-3’s ISR programs and employees, including pilots, provide support
2 for military intelligence activities, especially in the Middle East and South Asia. L-
3 3’s Program Management Office (“PMO”) staff based in northeast Texas supervise
4 L-3’s ISR pilots, and the PMO staff of every ISR program consist of a Program
5 Manager, an Operations Manager, a Chief Pilot, Chief Operator, and Chief
6 Maintainer. Each ISR program’s staff is supported by a deployment
7 coordinator/scheduler who creates and manages pilots’ schedules.

8 23. Originally, L-3 Vertex operated L-3’s ISR Programs out of offices in
9 northeast Texas and Mississippi. In October 2014, all but one ISR Program,
10 MARSS, were transferred to L-3 CIS and have been operated out of offices in North
11 Texas. L-3 Vertex continued to operate MARSS out of Mississippi until February
12 2016, when L-3 Vertex ceased operating ISR Programs.

13 **B. L-3’S HIRING PROCESS FOR THE SENIOR PILOT I**
14 **POSITION**

15 24. To staff military contracts, L-3’s ISR programs have routinely
16 employed hundreds of Senior Pilot I pilots. The Senior Pilot I position is a “line
17 pilot” or basic pilot position, the entry point for most pilots who want to work for L-
18 3’s ISR programs, and the most common pilot position.

19 25. In every ISR program, Senior Pilot I pilots do the same basic type of
20 work.

21 26. Senior Pilot I pilots across all ISR programs fly the same aircraft, the

1 Beech King Air 350.

2 27. From 2011 to 2018, L-3's ISR programs have maintained the same
3 basic criteria for hiring Senior Pilot I pilots.

4 28. For the Senior Pilot I position, applicants have been required to have at
5 least 2,000 total flight hours and 500 hours of fixed wing multi-engine ("ME") time
6 (though from March 2016 to March 2017, the total hour requirement was 1,500
7 hours).

8 29. There have also been "preferred" qualifications for instrument time,
9 turbine time, cross country time, and pilot in command time. Candidates still could
10 be hired with fewer than 2,000 total flight hours if they had other relevant
11 experience.

12 30. L-3's ISR programs have had a centralized process for recruiting and
13 hiring pilots.

14 31. During most time periods since 2011, two to three recruiters or hiring
15 coordinators and four to six chief pilots have been primarily responsible for hiring
16 decisions.

17 32. L-3's hiring of Senior Pilot I pilots has generally included an initial
18 review step, a hiring team review step, an interview, and then a hire
19 recommendation.

20 33. Candidates have been required to submit online applications for the

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1 Senior Pilot I position. In doing so, they answer standard questions about prior jobs
2 and education, and they submit their cover letters and resumes.

3 34. Two to three recruiters have conducted an initial review of applications.
4 Recruiters work closely with chief pilots across all ISR programs to assess the
5 programs' needs and eliminate unqualified candidates.

6 35. The purpose of the initial review is often to identify applicants who
7 meet the minimum criteria, limiting the number of applications chief pilots review
8 and interview.

9 36. An applicant who survives initial review moves onto the hiring team
10 review.

11 37. Prior to 2015, recruiters conducted the initial review and moved those
12 selections to the hiring team review step, where the chief pilot decided whether to
13 conduct an interview.

14 38. After the creation of the hiring team coordinator role in early 2015,
15 recruiters have reviewed resumes to determine whether candidates meet the
16 position's basic qualifications and then the hiring team coordinator has reached out
17 to applicants.

18 39. The hiring coordinator's outreach has involved a pre-screen e-mail that
19 asks about the applicant's military separation date and for written documentation on
20 the person's separation from the military.

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1 40. When applicants provided such information to the hiring coordinator,
2 the hiring coordinator recorded the applicant’s military status—for example, as
3 “Civilian,” “Reserves,” “Retired [from military],” or “currently on terminal [leave
4 from military].”

5 41. Chief pilots have made decisions about whom to interview based on the
6 applications filtered by the recruiters or hiring coordinator. Before 2015, the chief
7 pilot conducted interviews and determined whether to recommend the hire of an
8 applicant to the program manager. During interviews, some chief pilots recorded
9 their notes in documents called “pilot interview worksheets.” In the pilot interview
10 worksheets, some decision-makers obtained and recorded information about
11 applicants’ military status or service, including when applicants would retire from
12 the military and whether they were reservists or civilians, similar to the images
13 provided in the Motion for Conditional Certification of Settlement Class and
14 Preliminary Approval of Settlement.

15 42. After creating the hiring coordinator role, interviews have been
16 conducted by the chief pilot, hiring coordinator, and operations manager.

17 43. Large percentages of all Senior Pilot I applicants have been removed
18 from the application pool at the initial review and hiring team review stages. But
19 over 97% of persons interviewed were recommended for hire.

20 44. The decision to recommend a Senior Pilot I for hire has always rested

1 on the chief pilot of the relevant ISR program. The chief pilot has completed a
2 standard form used across all ISR programs called a “hire recommendation form”
3 and submitted it to the program manager for approval of a new hire. Often the chief
4 pilot would make remarks on the applicants’ military status or service in the hire
5 recommendation form. Program managers usually approve chief pilots’ hiring
6 recommendations, such that the vast majority of those who make it to the interview
7 stage are offered a position.

8
9 **C. EVIDENCE OF L-3’S PATTERN OR PRACTICE OF**
10 **DISCRIMINATION AGAINST RESERVISTS**

11 45. Through extensive discovery, Plaintiff has identified a range of
12 evidence to show that L-3 had a pattern or practice of discrimination against
13 Reservists, including evidence that (1) L-3 expressly documented and considered
14 the military status and obligations of Reservists in the hiring process, (2) Reservists
15 were treated less favorably than veterans in the first two steps of the hiring process,
16 (3) L-3 managers found it inconvenient to schedule Reservists for work when they
17 took military leave and found applicants less attractive if their military duty
18 interfered with L-3’s work schedules, and (4) L-3 employees complained about
19 hostility towards Reservists who took leave that interfered with their L-3 work.

20 46. In general, discovery revealed that Reservist and veteran pilot
21 applicants to L-3’s ISR programs had similar professional experiences and were
22

1 ideal candidates for the Senior Pilot I position, due to high flight hours, combat
2 flying experience, comfort working with the military, and active security clearances.

3 47. Due to this experience, most of L-3's ISR pilots had military
4 backgrounds, and both Reservists and veterans were hired at a higher rate than
5 civilian applicants for the Senior Pilot I position. But when L-3 considered
6 applicants with military experience (Reservists or veterans), statistical evidence
7 showed that L-3 had a practice of preferring veterans who lacked ongoing military
8 obligations over Reservists who would be routinely called to military duty and be
9 more likely than veterans to have military duty interfere with their 60-day work
10 rotations at L-3.

11 48. Plaintiff has identified evidence on the following practices, based on
12 over 65,000 pages of documents produced by the Parties, declarations of Class
13 Members and L-3 employees, nine depositions, and a statistical analysis of
14 disparities between Reservists and veterans in L-3's hiring process.

15 49. L-3 officials regularly inquired into the military status or service of
16 applicants and documented such information in interview worksheets and pre-
17 interview emails used by the very same people making hiring decisions. In recent
18 years, applicants had to provide information on their military status to move beyond
19 the pre-screening process and obtain an interview.

20 50. Reservists were disfavored vis-à-vis veterans because their military

1 duty might conflict with their 60-day L-3 work rotations. For example, evidence
2 shows (1) a L-3 hiring official told a Reservist applicant in an interview that L-3
3 expected pilots to perform their military duty when they are not scheduled for work
4 at L-3; (2) a high-ranking L-3 official testified he would tell an applicant who cannot
5 always work his 60-day work rotation at L-3—which includes many Reservists—he
6 should not apply for the Senior Pilot I position; (3) Reservists hired by L-3 were
7 expected to schedule military leave to avoid conflicts with their L-3 work schedules
8 and consequently they lost work opportunities at L-3; and (4) L-3 managers were
9 frustrated when reservists frequently took voluntary military leave or leave that
10 conflicted with their L-3 work schedules.

11 51. Certain Reservists were not hired by L-3 as they were on reserve duty
12 when they applied for the Senior Pilot I position.

13 52. Plaintiff's counsel and their expert conducted a detailed analysis of
14 personnel files and hiring data L-3 produced, applying two different
15 methodologies—one that compared the success rate of each application and another
16 that compared the success rate of each person's collective applications to be hired
17 once—to find that Reservists were treated less favorably than veterans at the first
18 two steps of the hiring process, and if Reservists had advanced at the same rate as
19 veterans dozens of additional Reservists would have been hired for the Senior Pilot
20 I position from 2011 to 2018.

1 53. After analyzing tens of thousands of pages of application files to
2 determine which applicants were reservists, veterans, and civilians when they
3 applied for the Senior Pilot I position, Plaintiff's counsel and expert determined that
4 veterans were hired at a substantially greater rate than Reservists and veterans'
5 applications were significantly more likely to be successful than Reservists'
6 applications. They determined that if Reservists and veterans had been hired at the
7 same rate, between 20 and 35 additional Reservists would have been hired from 2011
8 to 2018 for the Senior Pilot I position.

9 54. Plaintiff estimated an additional 20 to 35 Reservists would have been
10 hired for Senior Pilot I positions if Reservists and veterans had been treated equally.

11 **THE PROFESSIONAL SERVICES PROVIDED BY**
12 **CLASS COUNSEL IN THIS CASE**

13 55. The Parties engaged in over two years of extensive discovery to inform
14 themselves on the strengths and weaknesses of the claims, defenses, and potential
15 damages.

16 56. In particular, from March 2017 to April 2018, the Parties engaged in
17 robust written and oral discovery, including 9 depositions of key witnesses,
18 production of over 65,000 pages of documents, and interviews of dozens of
19 witnesses, resulting in declarations from L-3 applicants and employees.

20 57. The Parties also analyzed tens of thousands of pages of documents,
21 including years of personnel records so they and their experts could identify

1 disparities and/or bias in how reservists were treated, and estimate potential damages
2 based on methodologies they developed.

3 58. After completing nearly all of the discovery needed to move for class
4 certification and preparing a class certification motion, Plaintiff joined L-3 in asking
5 the Court to stay the action to explore settlement.

6 59. On April 12, 2018, the Parties engaged in a 13-hour mediation before
7 Carol A. Wittenberg of JAMS in New York City. Ms. Wittenberg has a wealth of
8 experience mediating complex employment class actions.

9 60. The Parties reached an agreement in principle at the mediation, which
10 they committed to writing and executed on May 21, 2018.

11 61. Over the next four months, the Parties extensively negotiated a detailed
12 Settlement Agreement and executed the Settlement on October 15, 2018.

13 **INFORMATION ON THE CLASS AND THE SETTLEMENT**

14 **A. EVIDENCE ACQUIRED AND RISKS OF LITIGATION**

15 62. The evidence here is sufficient to make out a prima facie case and offers
16 common factual evidence to support a general policy of discrimination

17 63. The evidence includes: (1) statistical evidence on the rate of hiring
18 Reservists; (2) documentary and testimonial evidence that L-3's national pilot hiring
19 process was uniform and carried out by a small group of decisionmakers who were
20 located in one (or at most two) offices; (3) documentary and testimonial evidence

1 that L-3 requested and considered the military status and service of applicants in
2 hiring, L-3 officials disfavored Reservist applicants whose military duty would
3 conflict with L-3 work schedules, and L-3 officials expected Reservists to fit military
4 leave into their time off from their L-3 work.

5 64. While Plaintiff believes the Class Members' claims are strong and
6 based on compelling evidence, Plaintiff and the Class would face significant risks
7 due to the inherent complexity of litigating a nationwide pattern or practice case and
8 unique features of this case. There are risks that a class will not be certified; that
9 class-wide liability cannot be established, especially given that L-3's expert found
10 no disparities that disadvantage Reservists; that damages awarded could be far less
11 than the \$2 million Settlement figure; and that the Court might not order the
12 programmatic changes Plaintiff secured here.

13 **B. SETTLEMENT CLASS AND RELIEF**

14 65. Plaintiff's counsel estimate there are 200 to 250 Class Members, based
15 upon data and information provided by Defendants.

16 66. When using the current mid-level pay for the Senior Pilot I position
17 (about \$125,000 including hazard pay), an average longevity of Senior Pilot I pilots
18 of 2.833 years, and assuming that pilots on average would mitigate 80% of lost
19 wages via alternative employment, the loss of income for 20 to 35 pilots ranges from
20 \$1.4 million to \$2.5 million.

1 67. It is necessary for Class Members to show their Class membership and
2 qualifications in order to obtain monetary relief under the Settlement, as there are
3 not comprehensive records on which applicants were Reservists or were qualified.

4 68. The programmatic relief represents an important commitment by L-3
5 to ensure that Reservists are treated equally, and that the reforms will expand
6 opportunity for hundreds of Class Members and other Reservists.

7 **C. ATTORNEYS' FEES, SERVICE AWARDS, AND NOTICE**

8 69. The amount of attorneys' fees that Class Counsel will request is
9 substantially smaller than Class Counsel's lodestar in pursuing the class claims.

10 70. The Settlement allows for Service Awards for Class Representatives in
11 the following amounts: \$20,000 for Nathan Kay, \$10,000 for Adam Richter, and
12 \$10,000 for Stephen Leary. These payments are separate from any other recovery
13 they are entitled to as Class Members and will compensate them for the significant
14 time they spent prosecuting the case for the Class.

15 71. The Notice and Claim Form are consistent with modern best practices.

16 **EXHIBITS**

17 72. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement
18 Agreement signed by both parties on October 15, 2018, which contains the following
19 attached Exhibits:

20 a. **Exhibit A** to the Settlement Agreement is a proposed order

1 granting Final Approval and Final Judgment.

2 b. **Exhibit B** to the Settlement Agreement is a proposed order
3 granting Plaintiff's Motion for Conditional Certification of a Settlement Class and
4 Preliminary Approval of Settlement.

5 c. **Exhibit C** to the Settlement Agreement is a draft proposed
6 Notice
7 of Class Action and Claim Form to be distributed to the Settlement Class Members.

8 d. **Exhibit D** to the Settlement Agreement is the Programmatic
9 Changes document that describes the programmatic changes that L-3's subsidiary
10 that employs ISR pilots will implement.

11 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the
12 laws of the United States that the foregoing is true and correct.

13 DATED: October 30, 2018

14
15 /s/ Peter Romer-Friedman
16 Peter Romer-Friedman (*pro hac vice*)
17 OUTTEN & GOLDEN LLP
18 601 Massachusetts Ave NW, Suite 200W
19 Washington, DC 20001
20 Telephone: (202) 847-4400
21 prf@outtengolden.com