

PLAINTIFF/PETITIONER: Jacob Barrera and Joselito Wong
 DEFENDANT/RESPONDENT: Robinson Helicopter Company

CASE NUMBER:
 21TRCV00014 / Department M

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: November 11, 2025

Geoffrey Varas

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Edwin Aiwarzian (SBN 232943)
 Joanna Ghosh (SBN 272479)
 Vartan Madoyan (SBN 279015)
 Scarlet Tunney (SBN 359178)
LAWYERS for JUSTICE, PC
 450 North Brand Blvd., Suite 900
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles

11/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Ahn Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE**

JACOB BARRERA, JOSELITO WONG,
 individually, and on behalf of other aggrieved
 employees pursuant to the California Private
 Attorneys General Act;

Plaintiffs,

vs.

ROBINSON HELICOPTER COMPANY, INC., a
 California corporation; and DOES 1 through 100,
 inclusive,

Defendants.

Case No.: 21TRCV00014

Honorable Gary Y. Tanaka
 Department M

**~~PROPOSED~~ ORDER AND JUDGMENT
 GRANTING APPROVAL OF PRIVATE
 ATTORNEYS GENERAL ACT (CAL. LABOR
 CODE § 2698, ET SEQ.) SETTLEMENT
 AGREEMENT AND AWARD OF
 ATTORNEYS' FEES AND COSTS, GENERAL
 RELEASE FEE, AND SETTLEMENT
 ADMINISTRATION COSTS**

Reservation ID: Specially Set by Court
 Date: November 10, 2025
 Time: 8:30 a.m.
 Department: M

Complaint Filed: January 7, 2021
 Trial Date: None Set

**~~PROPOSED~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
 (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
 COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Gary Y. Tanaka in Department M of the Superior
2 Court of the State of California, for the County of Los Angeles, on November 10, 2025 at 8:30 a.m., on
3 Plaintiff Jacob Barrera’s (“Plaintiff”) Unopposed Motion for Approval of Private Attorneys General Act
4 (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Gen-
5 eral Release Fee, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers
6 for Justice, PC appeared for Plaintiff and Gordon Rees Scully Mansukhani, LLP appeared for Defendant
7 Robinson Helicopter Company, Inc., (“Defendant”).

8 On or around October 16, 2025, Plaintiff and Defendant (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Unopposed Motion for Approval of Settlement, (2)
12 the Declarations of Plaintiff’s Counsel Vartan Madoyan and Plaintiff Jacob Barrera, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

16 1. The Unopposed Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the abovecap-
22 tioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private At-
24 torneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, provid-
25 ing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of
26 the specific provisions of the California Labor Code alleged to have been violated, including, and not lim-
27 ited to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
28 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California during the PAGA Period. (“Aggrieved Employee(s)”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (currently estimated to be \$2,120,000.00, subject to
13 potential escalation under the Settlement), less the approved Attorneys’ Fees and Costs to Lawyers *for*
14 Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement Administration Costs
15 to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net
16 Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%)
17 of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in
18 accordance with this Order and Judgment and the Settlement Agreement.

19 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
20 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
21 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
22 with, this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of 35% of the Net Settlement Amount (currently
24 estimated to be \$742,000.00, subject to potential escalation under the Settlement) to Plaintiff’s Counsel for
25 attorneys’ fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
26 accordance with this Order and Judgment and the Settlement Agreement.

27 11. The Court approves the payment of \$26,412.65 to Plaintiff’s Counsel for reimbursement of
28 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement

Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Jacob Barrera for his General Release Fee. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of \$15,000.00 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual Settlement Share(s)”).

16. No later than fifteen (15) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than thirty (30) calendar days of the date of this Order and Judgment, Defendant shall deposit the Total Settlement Amount into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless

1 instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement
2 Agreement.

3 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
4 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with
5 such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
6 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check
7 is cancelled.

8 20. PAGA Members shall not have the right to opt out of or object to the Settlement. Upon the
9 date the Court has entered an order approving the Settlement Agreement and full funding of the Total
10 Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be
11 deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full
12 extent permitted by law, of and from the Action and from the Released Claims.

13 21. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
14 subsidiaries, divisions, predecessors, insurers, successors and assigns, and any other entities that could be
15 considered to have jointly employed the Aggrieved Employees and all of their current and former
16 employees, attorneys, officers, directors and agents thereof, both individually and in their business
17 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
18 insurers of such plans and programs.

19 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
20 penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs
21 available under PAGA, based on the factual allegations in the Operative Complaint and/or Notice to the
22 LWDA, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to
23 provide compliant meal periods and associated premiums, failure to provide compliant rest periods and
24 associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon
25 termination, failure to provide compliant and accurate wage statements, failure to maintain complete and
26 accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation
27 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194,
28

1 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter*
2 *alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

3 23. “PAGA Period” means the period from October 28, 2019, through August 26, 2024.

4 24. No individualized notice of this Order and Judgment is required to be provided to the
5 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
6 system established for the filing of notices and documents, in conformity with California Labor Code §
7 2699(1)(3).



Gary Y. Tanaka

8
9
10 Date: 11/10/2025

Gary Y. Tanaka / Judge

Honorable Gary Y. Tanaka
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: **<<First Name>><<Last Name>>**
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Jacob Barrera, et al. v. Robinson Helicopter Company, Inc.*, Los Angeles County Superior Court, Case No. 21TRCV00014.

Dear **<<First Name>><<Last Name>>**:

Please find enclosed a check in the amount of **<<amount of payment>>** (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Jacob Barrera, et al. v. Robinson Helicopter Company, Inc.*, Los Angeles County Superior Court, Case No. 21TRCV00014 (“Action”).

The lawsuit was filed on January 7, 2021, by Jacob Barrera (“Plaintiff”) and Joselito Wong against their former employer, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on October 28, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-810969-20 (the “Barrera PAGA Notice”). Further, on November 3, 2020, Joselito Wong submitted a letter to the LWDA, pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-811565-20 (the “Wong PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Robinson Helicopter Company, Inc. (“Defendant”).

On **<<Date>>**, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period of October 28, 2019 to August 26, 2024 (“Aggrieved Employees”).

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of **<<date of entry of order by the Court approving the Settlement>>**, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and any other entities that could be considered to have jointly employed the Aggrieved Employees and all of their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or Notice to the LWDA, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,

512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Simpluris at **888-369-3780**.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Southwest District, Torrance Courthouse, Department M

21TRCV00014

**JACOB BARERRA, et al. vs ROBINSON HELICOPTER
COMPANY, INC.**

November 10, 2025

8:30 AM

Judge: Honorable Gary Y. Tanaka
Judicial Assistant: J. Ahn
Courtroom Assistant: M. Fondon

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Scarlet Tunney (Telephonic)

For Defendant(s): Victoria Carthorn for Linh Tu Hua (Telephonic); Cathrine Tauscher

NATURE OF PROCEEDINGS: Hearing on Motion - Other for Approval of PAGA Settlement

Matter is called for hearing.

The above captioned Motion for Approval of PAGA Settlement is held.

Counsel submit on the Court's tentative ruling.

The Court's tentative ruling is adopted as follows:

1. Jacob Barerra's Motion for Approval of PAGA Settlement Agreement

Jacob Barerra's Motion for Approval of PAGA Settlement Agreement is granted.

Background

Plaintiffs filed the Complaint on January 7, 2021. Plaintiffs allege the following facts. Plaintiffs are former employees of Defendant. Defendant failed to provide proper break and rest periods. Defendant failed to compensate Plaintiffs at the required rate for all the hours worked. Defendant failed to provide accurate payroll records. Plaintiffs allege the following cause of action: 1. Violation of California Labor Code § 2698, et seq.

Motion for Approval of PAGA Settlement

Labor Code §2699 states, in relevant part:

“(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Southwest District, Torrance Courthouse, Department M

21TRCV00014

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CSR: None
ERM: None
Deputy Sheriff: None

employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3. . . .

(g) Except as provided in paragraph (2), an aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3. . . .

(i) Except as provided in subdivision (j), civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees.

(l) . . . (2) The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.

(3) A copy of the superior court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under this code shall be submitted to the agency within 10 days after entry of the judgment or order."

Labor Code §2699.3 states:

"A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met:

(1)(A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.

(B) A notice filed with the Labor and Workforce Development Agency pursuant to subparagraph (A) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75). The fees required by this subparagraph are subject to waiver in accordance with the requirements of Sections 68632 and 68633 of the Government Code.

(C) The fees paid pursuant to subparagraph (B) shall be paid into the Labor and Workforce Development Fund and used for the purposes specified in subdivision (j) of Section 2699.

(2)(A) The agency shall notify the employer and the aggrieved employee or representative by

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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CSR: None
ERM: None
Deputy Sheriff: None

certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

(B) If the agency intends to investigate the alleged violation, it shall notify the employer and the aggrieved employee or representative by certified mail of its decision within 33 calendar days of the postmark date of the notice received pursuant to paragraph (1). Within 120 calendar days of that decision, the agency may investigate the alleged violation and issue any appropriate citation. If the agency, during the course of its investigation, determines that additional time is necessary to complete the investigation, it may extend the time by not more than 60 additional calendar days and shall issue a notice of the extension. If the agency determines that no citation will be issued, it shall notify the employer and aggrieved employee of that decision within five business days thereof by certified mail. Upon receipt of that notice or if no citation is issued by the agency within the time limits prescribed by subparagraph (A) and this subparagraph or if the agency fails to provide timely or any notification, the aggrieved employee may commence a civil action pursuant to Section 2699.

(C) Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part.

(D) The time limits prescribed by this paragraph shall only apply if the notice required by paragraph (1) is filed with the agency on or after July 1, 2016. For notices submitted prior to July 1, 2016, the time limits in effect on the postmark date of the notice shall apply. . . .”

Plaintiffs move for an order for approval of a settlement pursuant to PAGA on behalf of any person who was employed by Defendant as an hourly-paid or non-exempt employee from October 28, 2019, through August 26, 2024. The parties agreed to settle the action, subject to the Court’s approval, for the gross amount of \$2,120,000.00. (Decl., Vartan Mardoyan, ¶¶ 14-15.)

Declarant has succinctly broken down the distributions as follows:

“The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to 35% of the Total Settlement Amount (currently estimated to be \$742,000.00, subject to potential escalation under the Settlement) for attorneys’ fees, and up to \$30,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of \$10,000.00 to Plaintiff; and (3) Settlement

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

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CSR: None
ERM: None
Deputy Sheriff: None

Administration Costs of up to \$15,000.00 to the PAGA Settlement Administrator. Plaintiff's Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$26,412.65, and assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$1,326,587.35. The Net Settlement Amount will be distributed to the LWDA and the PAGA Members pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$994,940.51 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be \$331,646.84 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a pro rata basis, based on the number of pay periods they each worked between October 28, 2019 through August 26, 2024 ("Compensable Pay Periods"). [...] The Settlement Administration Costs are estimated not to exceed \$15,000.00" (Id.)

The Court finds that Plaintiffs have complied with the pre-filing requirements and that the settlement amount and distributions are reasonable. The Court determines that the amount of requested attorneys' fees and costs are reasonable and also approves the requested attorneys' fees and costs.

Therefore, Plaintiffs' Motion for Approval of PAGA Settlement is granted.

Plaintiffs are ordered to give notice of the ruling.

The PLAINTIFFS NOTICE OF MOTION AND UNOPPOSED MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS; MEMO filed by Jacob Barerra on 10/17/2025 is Granted.

The Order is signed and filed.

Order to Show Cause Re: Dismissal (Settlement) (PAGA) is scheduled for 1/30/2026 at 08:30 AM in Department M at Torrance Courthouse.

If a Notice of Dismissal as to the entire case is submitted prior to the date shown above, an appearance will not be required and the matter will be taken off calendar.

Plaintiff to give notice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Southwest District, Torrance Courthouse, Department M

21TRCV00014

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COMPANY, INC.**

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8:30 AM

Judge: Honorable Gary Y. Tanaka

Judicial Assistant: J. Ahn

Courtroom Assistant: M. Fondon

CSR: None

ERM: None

Deputy Sheriff: None

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On November 11, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Tim A. Goetz
Cathrine Tauscher
ROBINSON HELICOPTER COMPANY
2901 Airport Drive
Torrance, CA 90505

Eric J. Palmer
Jamie Thorne
THARPE & HOWELL, LLP
15250 Ventura Boulevard, Ninth Floor
Sherman Oaks, CA 91403

Linh T. Hua
GORDON REES SCULLY MANSUKHANI, LLP
633 W. 5th Street, 52nd Floor
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Service Emails: lhua@grsm.com; cetauschrhc@gmail.com; legal@robinsonheli.com; cet@robinsonheli.com; jthorne@tharpe-howell.com; epalmer@tharpe-howell.com;

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 11, 2025, at Glendale, California.



Geoffrey Varas