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**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

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Unopposed Motion for
Approval of Private Attorneys General Act
Settlement Agreement and Release, Attorneys'
Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff (Jacob Barrera); and [Proposed] Order
and Judgment filed concurrently herewith]

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

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

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jacob Barrera (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as

a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations.

1 He has played an integral role in preparing matters for class certification, including and not
2 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
3 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
4 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
5 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
6 representative action cases have resulted in settlements that have been granted court approval,
7 including and not limited to, those listed in paragraph 7 herein. He has handled over one
8 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
9 action or representative action cases which have resulted in settlement.

10 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
11 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
12 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
13 Georgetown University Law Center in 2010. She is admitted to practice in California (since
14 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District
15 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
16 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
17 handled motion practice in class action cases regarding discovery (including and not limited to,
18 regarding class contact information), class certification (both contested class certification and
19 stipulated class certification), arbitration agreements, coordination, and intervention. She has
20 successfully handled briefing and oral arguments on appeal and obtained notable decisions
21 regarding Private Attorneys General Act claims and employer efforts to compel arbitration of
22 such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017)
23 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
24 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
25 including and not limited to working on cases to obtain class certification through contested
26 motion practice and working on cases in the post-certification stage (e.g., post-certification
27 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
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co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwarzian, and Arby Aiwarzian's supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended dozens of depositions and has successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have

1 successfully handled a complex wage and hour class action and PAGA case through a trial
2 verdict in the matter of Estrada v. Royalty Carpet Mills, Orange County Superior Court, Case
3 No. 30-2013-00692890. I also successfully handled briefing on appeal regarding employer
4 efforts to compel arbitration. TitleMax of Cal. v. Pena, California Court of Appeals for the Fifth
5 District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I
6 have extensive experience with settlements of class actions and PAGA actions and have handled
7 and supervised this process in over one hundred (100) cases.

8 **EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES**

9 7. What follows are just a few examples of the type of results Lawyers *for* Justice,
10 PC (“LFJ”) has achieved on behalf of its clients:

11 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a major property management company involving allegations
13 of misclassification of various “manager” positions. On September 20, 2010, the court granted
14 final approval of the class action settlement. The Los Angeles County Superior Court Case
15 Number is BC400414.

16 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer of household items involving allegations of
18 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
19 granted final approval of the class action settlement. The Los Angeles County Superior Court
20 Case Number is BC413498.

21 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national property management company involving
23 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
24 granted final approval of the class action settlement. The Los Angeles County Superior Court
25 Case Number is BC430918.

26 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer involving allegations of misclassification
28

of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court

1 granted plaintiff's motion for class certification. On October 20, 2017, the court granted final
2 approval of the class and PAGA representative action settlement. The Los Angeles County
3 Superior Court Case Number is BC474784.

4 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class and PAGA representative action against a national retailer of upscale
6 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
7 court granted final approval of the class and PAGA representative action settlement. The Los
8 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
9 Council Coordination Proceeding Number is 4794.

10 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
12 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
13 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

14 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
16 involving allegations of misclassification of the "Department Manager" position. On August 12,
17 2016, the court granted the plaintiffs' motion for class certification in part and certified a class.
18 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
19 County Superior Court Case Number is RG13680477.

20 m) LFJ represented the plaintiff in a PAGA representative action against a
21 real estate and property management company, on behalf of non-exempt employees. On
22 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
23 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

24 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
26 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
27 PAGA representative action settlement. The San Francisco County Superior Court Case Number
28

1 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

2 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
3 representative action against a foodservice distributor, on behalf of non-exempt employees. On
4 January 26, 2017, the court granted final approval of the class and PAGA representative action
5 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

6 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
7 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
8 the employer's motion to compel arbitration, which resulted in a published opinion by the
9 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
10 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
11 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
12 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
13 5046.

14 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a consumer packaging company,
16 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
17 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
18 Number is BC590429.

19 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a manufacturer of food service
21 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
22 approval of the class and PAGA representative action settlement. The Orange County Superior
23 Court Case Number is 30-2015-00810013-CU-OE-CXC.

24 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class and PAGA representative action against a lumber and hardware company
26 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
27 class and PAGA representative action settlement. The Orange County Superior Court Case
28

1 Number is 30-2014-00747750-CU-OE-CXC.

2 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
3 representative action against a property management company, on behalf of non-exempt
4 employees. On June 14, 2017, the court granted final approval of the class and PAGA
5 representative action settlement. The Los Angeles County Superior Court Case Number is
6 BC586234.

7 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
8 representative action against a food company on behalf of non-exempt employees. On June 30,
9 2017, the court granted final approval of the class and PAGA representative action settlement.
10 The Sacramento County Superior Court Case Number is 34-2015-00175871.

11 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
12 representative action against a chocolate company on behalf of non-exempt employees. On July
13 19, 2017, the court granted final approval of the class and PAGA representative action
14 settlement. The Alameda County Superior Court Case Number is RG15764300.

15 w) LFJ firm represented the plaintiff in a PAGA representative action, against
16 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
17 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
18 Los Angeles County Superior Court Case Number is BC569664.

19 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
20 representative action against a manufacturer of plastic containers on behalf of non-exempt
21 employees. On October 31, 2017, the court granted final approval of the class and PAGA
22 representative action settlement. The Los Angeles County Superior Court Case Number is
23 BC577233.

24 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
26 employees. On December 11, 2017, the court granted final approval of the class and PAGA
27 representative action settlement. The Los Angeles County Superior Court Case Number is
28

1 BC569646.

2 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
3 wage-and-hour class and PAGA representative action against a property management company
4 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
5 approval of the class and PAGA representative action settlement. The Los Angeles County
6 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
7 Number is 4819.

8 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a global provider of flexible office
10 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC498401.

13 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
14 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
15 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
16 The Tulare County Superior Court Case Number is VCU264528.

17 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a behavioral health service provider on behalf of non-exempt
19 employees. On November 13, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Alameda County Superior Court Case Number is
21 RG16811450.

22 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 PAGA representative action against a global provider of products and services to the energy
24 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
25 granted approval of the PAGA representative action settlement. The Kern County Superior
26 Court Case Number is S-1500-CV-280215-SDC.

27 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
28

1 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
2 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
3 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
4 Council Coordination Proceeding Number is 4886.

5 ff) Lfj, in association with co-counsel therein, represents the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
7 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
8 certification in part and certified a class. The Alameda County Superior Court Case Number is
9 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

10 gg) Lfj, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a national retailer of apparel and
12 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
13 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
14 court granted final approval of the class and PAGA representative action settlement. The
15 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

16 hh) Lfj, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a medical equipment supplier on
18 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
19 for class certification and certified a class. On November 2, 2023, the court granted final
20 approval of the class and PAGA representative action settlement. The San Bernardino County
21 Superior Court Case Number is CIVDS1505744.

22 ii) Lfj, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
25 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
26 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
27 approval of the PAGA representative action settlement. The San Diego County Superior Court
28

Case Number is 37-2016-00005578-CU-OE-CTL.

jj) Lfj, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) Lfj, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) Lfj, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) Lfj, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) Lfj represented the plaintiff in a wage-and-hour class action against a

1 nutritional products manufacturer on behalf of non-exempt production line employees. On
2 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
3 certified a class. On January 16, 2024, the court granted final approval of the class and PAGA
4 representative action settlement. The Solano County Superior Court Case Number is
5 FCS051001.

6 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
7 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
8 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
9 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class.
10 The Los Angeles County Superior Court Case Number is BC707670.

11 pp) LFJ represents the plaintiffs in a wage-and-hour class action against a
12 chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in
13 part the plaintiffs' motion for class certification and certified a class. The San Francisco
14 Superior Court Case Number is CGC-20-582809.

15 THE LAWSUIT

16 8. Defendant is an American helicopter manufacturer headquartered in Torrance,
17 California. Plaintiff Jacob Barrera is a former employee of Defendant.

18 9. Plaintiff has satisfied the prerequisites under California Labor Code section
19 2699.3(a), including, and not limited to, providing the California Labor and Workforce
20 Development Agency ("LWDA") and the employer with written notice of the specific provisions
21 of the California Labor Code that are alleged to have been violated, including the facts and
22 theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff
23 Jacob Barrera that was dated October 28, 2020 ("PAGA Notice"). The PAGA Notice was sent
24 by U.S. Certified Mail to the employers and submitted to the LWDA by way of online
25 submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notice,
26 the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is
27 attached hereto as "**EXHIBIT 2.**"

1 10. On January 7, 2021, Plaintiff and Joselito Wong filed a Complaint for
2 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
3 (“Operative Complaint”) against Defendant in the Los Angeles County Superior Court (“Court”),
4 Case No. 21TRCV00014 (the “Action”). Plaintiff’s core allegation is that Defendant has
5 violated the California Labor Code by engaging in a uniform practice and procedure, with
6 respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and
7 minimum wages, failing to provide compliant meal and rest periods and associated premiums,
8 failing to pay timely wages during employment and upon termination of employment, failing to
9 provide complete and accurate itemized wage statements, failing to keep complete and accurate
10 payroll records, and failing to reimburse necessary business-related expenses and costs.

11 11. On March 12, 2021, Defendant filed an Answer to the Operative Complaint.
12 Defendant maintained, and continues to maintain, that it had, and continues to have, legally-
13 compliant employment policies and practices throughout the time period at issue. Defendant
14 denies that it ever violated any provision of the California Labor Code, including, but not limited
15 to, those sections for which Plaintiff seeks penalties under the PAGA.

16 12. On March 4, 2025, Plaintiff’s Counsel filed a Motion to Withdraw as Counsel as
17 to Plaintiff Joselito Wong. The Court granted Plaintiff’s Counsel’s motion on April 7, 2025.

18 **THE SETTLEMENT REACHED IN THE ACTION**

19 13. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General
20 Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
21 Agreement”), entered into between Plaintiff Jacob Barrera, for himself and on behalf of the State
22 of California with respect to Aggrieved Employees pursuant to the Private Attorneys General
23 Act, and Defendant Robinson Helicopter Company, Inc., (“Defendant”). The parties have also
24 drafted and agreed to the form and content of the proposed informational cover letter (“Cover
25 Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed
26 to them, in substantially the form attached as “EXHIBIT A” to the [Proposed] Order and
27 Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and
28

1 Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement
2 Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

3 14. The Settlement pertains to the following allegedly aggrieved employees: all
4 current and former hourly-paid or non-exempt employees who worked for Defendant in the State
5 of California during the PAGA Period. ("Aggrieved Employees"). The "PAGA Period" means
6 the period between October 28, 2019, through August 26, 2024. Based on information provided
7 by Defendant, it is estimated that during the PAGA Period there are approximately 1,798
8 Aggrieved Employees who are credited with 235,592 Compensable Pay Periods.

9 15. Defendant has agreed to pay the total amount of \$2,120,000.00 ("Total Settlement
10 Amount"), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle
11 this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the
12 Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the
13 amount of up to 35% of the Total Settlement Amount (currently estimated to be \$742,000.00,
14 subject to potential escalation under the Settlement) for attorneys' fees, and up to \$30,000.00 for
15 reimbursement of litigation costs and expenses to Lawyers for Justice, PC ("Plaintiff's
16 Counsel"); (2) General Release Fee in the amount of \$10,000.00 to Plaintiff; and (3) Settlement
17 Administration Costs of up to \$15,000.00 to the PAGA Settlement Administrator. Plaintiff's
18 Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of
19 \$26,412.65, and assuming that the requested Attorneys' Fees and Costs, General Release Fee,
20 and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is
21 estimated to be approximately \$1,326,587.35. The Net Settlement Amount will be distributed to
22 the LWDA and the PAGA Members pursuant to California Labor Code section 2699(i). 75% of
23 the Net Settlement Amount will be distributed to the LWDA, which is estimated to be
24 \$994,940.51 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to
25 be \$331,646.84 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro*
26 *rata* basis, based on the number of pay periods they each worked between October 28, 2019
27 through August 26, 2024 ("Compensable Pay Periods"). The parties have agreed to retain
28

1 Simpluris, Inc. (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration
2 of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the
3 PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to
4 exceed \$15,000.00 and will be paid out of the Total Settlement Amount, subject to approval by
5 the Court.

6 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL**

7 16. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice, PC in prosecuting
8 this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and
9 the State of California in the following respects: (1) their recoveries over a reasonably short
10 period of time as opposed to waiting additional years for the same, or possibly, a worse, result;
11 (2) a guaranteed result that compares favorably with other similar representative action
12 settlements; and (3) significant savings in fees and costs which would have only increased
13 significantly had the case progressed through trial and/or appeals.

14 17. After engaging in extensive investigations, formal and informal discovery, and
15 exchange of information, data, and documents, the parties participated in extensive settlement
16 discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts
17 included participating in a formal full-day mediation on August 26, 2024, conducted by Hon.
18 James Otero (Ret.), a well-respected mediator experienced in mediating complex labor and
19 employment matters. With the aid of the mediator, the Parties reached the Settlement described
20 herein. In the course of mediation and settlement discussions, the parties discussed all aspects of
21 the case, including the risks and delays of further litigation and proceeding with trial, as well as
22 the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods,
23 Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour
24 enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery
25 and/or trial and appeals, among other things. During all settlement discussions, the parties
26 conducted their negotiations at arm’s length in an adversarial position.

27 18. Prior to reaching the Settlement, the parties investigated the veracity, strength,
28

1 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
2 significant investigation and formal and informal discovery and exchange of information,
3 documents, and data regarding the facts of the case, including and not limited to, the review,
4 consideration, and analysis of a large volume of information, documents, and data obtained from
5 Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal
6 written discovery requests onto Defendants (specifically, Requests for Production of Documents
7 (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set
8 One)), reviewed Defendant's objections and responses, and served notices of depositions of
9 Defendants' Person Most Knowledgeable designees regarding organizational structure and wage
10 and hour practices, along with requests for production of documents. The information,
11 documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were
12 not limited to, Plaintiff's employment record; a detailed sampling of Aggrieved Employees' time
13 and pay data; Defendants' Employee Handbook; earning statements; various forms, arbitration
14 agreement, and acknowledgments (such as, Defendants' Acknowledgement of Receipt of
15 Employee Handbook, Concealing Mistakes); and Defendants' operations and employment
16 practices, policies, and procedures (such as, Removing Company Property from RHC Premises,
17 RHC Identification Badges, Terms of Employment, RHC Quality Policy, Safety Air Blowguns,
18 Eye Protection, Safety Policy, Disputes Between Employees) among other documents. Counsel
19 for the parties undertook significant investigation and evaluation of the PAGA claim and related
20 allegations, including, and not limited to, calculating the potential monetary recovery under
21 PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting
22 and conferring with Defendant's counsel regarding the pleadings, case management, discovery,
23 motion practice, mediation, and settlement negotiations, among other issues; case strategy and
24 analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related
25 papers (e.g., with respect to settlement approval motion papers), briefs for settlement
26 negotiations and mediation, and the settlement agreement; propounding written discovery
27 requests and notices of depositions of Defendants' persons most knowledgeable designees and
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1 reviewing Defendants' objections and responses thereto; claims evaluation and analysis;
2 preparing for and participating in settlement negotiations and the mediation; and appearing for
3 court proceedings. Counsel for the parties have further invested time to research the applicable
4 law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal
5 and rest periods, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-
6 and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

7 19. Based on investigation and information discovered, Plaintiff's Counsel believes
8 that there is sufficient evidence to support the allegations that Defendant violated the California
9 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
10 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
11 recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.
12 For example, although wage-and-hour actions are amenable to resolution as to a group of
13 employees, some courts have also found that, for various reasons, the issues raised by Plaintiff,
14 including, and not limited to, the issues of non-compliant meal periods, non-compliant rest
15 periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable
16 for adjudication as to a group of employees.

17 20. Plaintiff and their counsel have also considered the uncertainty and risk of the
18 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
19 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the
20 alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the
21 imposition of penalties.

22 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
23 **OF POSSIBLE OUTCOMES**

24 21. In order for Plaintiff to prevail on the PAGA claim, they would have to prove that
25 Defendant engaged in the alleged California Labor Code violations and demonstrate that
26 Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour
27 actions are amenable to resolution as to a group of employees, some courts have also found that,
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1 for various reasons, the issues raised by Plaintiff raises individualized issues and/or are not
2 suitable for adjudication as to a group of employees.

3 22. From the inception of this litigation, Defendant indicated that it would
4 aggressively litigate this case and contended that it would ultimately succeed in the action.
5 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
6 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
7 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
8 policy and systematic scheme of wage abuse against any of their employees, and that it had, and
9 continues to have, legally-compliant employment policies and practices throughout the time
10 period at issue. Defendant denies that it ever violated any provision of the California Labor
11 Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
12 representative adjudication for any purpose other than the Settlement.

13 23. Defendant also challenged Plaintiff's standing as an aggrieved employee and
14 denied that any of their other employees whom Plaintiff seeks to represent are aggrieved. Also,
15 multiple courts have taken an approach requiring a plaintiff to establish standing and face the
16 possibility of bifurcation of discovery and/or trial of the PAGA claim. *See Amalgamated Transit*
17 *Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that
18 PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action");
19 *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding
20 that judicial economy supported bifurcation because of the difficulties and inherent uncertainties
21 of being able to establish liability with respect to a large number of potentially aggrieved
22 employees and noted that "PAGA's public purpose would be ill-served if the court finds [the
23 plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.*
24 (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of
25 proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may
26 "when the convenience of witnesses, the ends of justice, or the economy and efficiency of
27 handling the litigation would be promoted thereby, on motion of a party, after notice and hearing,

1 make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other
2 issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial
3 of any cause of action or of any separate issue in the interest of convenience or to avoid
4 prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence
5 and timing of discovery for the convenience of parties and witnesses and in the interests of
6 justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and
7 sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of
8 issues could be rendered moot).

9 24. Defendant pointed to case law that held that, given the derivative nature of the
10 PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate
11 the requisite elements to establish the various alleged violations of the California Labor Code
12 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
13 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
14 reimburse for expenses, etc.

15 25. Further, Defendant also maintained that, in addition to their strong arguments
16 against the underlying claims, taking the current unsettled state of law, it would be unjust to
17 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
18 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
19 established methodology for the valuation and/or assessment of PAGA penalties, and case
20 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
21 actually assessed by trial courts is far less than the amount sought.

22 26. Defendant also argued that an important feature of PAGA is that the Court retains
23 discretion to lower the penalties if, based on the facts and circumstances of the particular case, to
24 do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.”
25 See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.*
26 (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA
27 penalties awarded to an employee based upon discretionary factors). Defendant maintained, and
28

continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. *See* Cal. Lab. Code § 2699(f)(2); *see also Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

27. Plaintiff’s Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. *See e.g., Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the

maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczner v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

28. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding

individual arbitration and class and collective action waiver provisions. Defendant contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

29. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims

1 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and
2 also now, there is uncertainty regarding the PAGA claim.

3 30. While Plaintiff disagrees with Defendant's contentions and maintains that the
4 PAGA claim has merit, in reaching the settlement, Plaintiff and their counsel took into account
5 the strengths and weaknesses of each side's position and the uncertainty of how the case might
6 have concluded as litigation continued, at trial, and/or upon appeal.

7 31. The parties had the opportunity to review extensive information, documents, and
8 data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to
9 determine the potential value and strength of the PAGA claim. Counsel for the parties invested
10 time reviewing and analyzing the relevant information, documents, and data, and this
11 information made it possible to calculate the potential value of the PAGA claim (as discussed
12 below). Accordingly, the parties have conducted sufficient investigation and review of data,
13 documents, and information to be sufficiently apprised of the nature and extent of the PAGA
14 claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its
15 fairness, adequacy, and reasonableness. The parties have also considered the settlement
16 negotiations and the recommendations of the mediator Hon. James Otero (Ret.), who is highly
17 experienced in mediation complex labor and employment matters. The parties have agreed that
18 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
19 as the costs, risks, and delays to both sides that would attend further litigation. The Settlement
20 takes into account the strengths and weaknesses of each side's position and the uncertainty of
21 how the case might have concluded as litigation continued, at trial, and/or upon appeal.

22 **ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL**

23 32. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
24 attorneys' fees in the amount of up to 35% of the Total Settlement (currently estimated to be
25 \$742,000.00, subject to potential escalation under the Settlement). Pursuant to the contingency-
26 fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed
27 to a contingency-fee of at least forty-five percent (45%) of the recovery. The attorneys' fees
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sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

33. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **472.80 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 4**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

34. The work performed in this particular case, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class

1 and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los
2 Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of
3 attorneys' fees involved an hourly rate of \$919.57; and final approval of the class and
4 representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior
5 Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees
6 involved an hourly rate of \$855.96.

7 **LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL**

8 35. The Settlement provides for reimbursement of litigation costs and expenses of up
9 to \$30,000.00. Plaintiff's Counsel seeks reimbursement of \$26,412.65 for litigation costs and
10 expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT
11 3." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to
12 date and will not receive any compensation until a recovery is obtained in this matter. These
13 costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain
14 the Settlement. The amount sought for reimbursement is less than the maximum amount
15 (\$30,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and
16 expenses. The cost savings of \$3,587.35 will be part of the Net Settlement Amount.

17 **GENERAL RELEASE FEE TO PLAINTIFF**

18 36. For their broader individual waiver and release of claims with a California Civil
19 Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the
20 Settlement provides a General Release Fee to Plaintiff in the total amount of \$10,000.00 to be
21 paid out of the Total Settlement Amount, subject to approval by the Court. The requested
22 General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken
23 significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing
24 this matter, Plaintiff stepped into the shoes of the State of California and undertook the
25 responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount
26 of time and effort discussing his employment with Plaintiff's Counsel, gathering and producing
27 relevant documents and information, and providing the facts and evidence necessary to attempt
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1 to prove the allegations. Further, Defendant propounded discovery requests on Plaintiff, and
2 Plaintiff spent time reviewing said discovery requests and providing information and documents
3 in response thereto. Plaintiff was available whenever his counsel needed him and actively tried
4 to obtain and provide information that would facilitate the pursuit of the PAGA claim.
5 Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition
6 any individual penalties payment he will receive as an aggrieved employee.

7 37. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
8 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
9 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
10 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
11 associated with continued litigation.

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

14 Executed this 17th day of October 2025, at Glendale, California.

15 

16 Vartan Madoyan

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Jacob Barrera (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Robinson Helicopter Company, Inc. (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately March 2012 to approximately March 2020;

(b) Joselito Wong is a former employee of Defendant. Joselito Wong was employed by Defendant from approximately November 1989 to approximately April 2020;

(c) On October 28, 2020, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s 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”);

(d) On November 3, 2020, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Joselito Wong to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s 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”);

(e) On January 7, 2021, Plaintiff and Joselito Wong filed their Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Jacob Barrera, et al. v. Robinson Helicopter Company, Inc.*, Los Angeles Superior Court Case No. 21TRCV00014 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) August 26, 2024, the Parties mediated the Action with Hon. James Otero (Ret.) and, while the Action did not settle at mediation, with continued settlement

negotiations and the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) On March 4, 2025, Plaintiff's Counsel filed a Motion to Withdraw As Counsel as to Plaintiff Joselito Wong. The Court granted Plaintiff's Counsel's motion on April 7, 2025;

(g) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

(h) Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Litigation and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the Barrera PAGA Notice was submitted to the LWDA before June 19, 2024.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Two Million One Hundred Twenty Thousand Dollars and Zero Cents (\$2,120,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five Percent (35%) of the Total Settlement Amount, which is Seven Hundred Forty-Two Thousand Dollars and Zero Cents (\$742,000.00) if the Total Settlement Amount remains \$2,120,000.00, and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("General Release Fee") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the “Aggrieved Employees”). The period October 28, 2019 to August 26, 2024 is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated by Defendant to consist of approximately 1,798 individuals who worked approximately 235,592 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 235,592, then either (a) the Total Settlement Amount will be increased by the percentage that the actual number exceeds 259,151 Compensable Pay Periods, or (b) shorten the PAGA Release Period to a date prior to August 26, 2024 on which no more than 259,151 pay periods were worked by the PAGA Group.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion, consistent with the terms of this Settlement Agreement, to be filed by Plaintiff's Counsel. At least five (5) court days prior to filing, Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Linh Hua of Gordon Rees Scully Mansukhani, LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between October 28, 2019 through August 26, 2024 ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked during the PAGA Period as discussed in Section 3(b) by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the

Parties and approved by the Court, in substantially the form attached hereto as “Exhibit A”, in the following manner:

(1) No later than fifteen (15) calendar days after the Court’s order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) last known first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel. At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged 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 (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from 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 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. James Otero (Ret.). In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: October 16, 2, 2025

Electronically Signed 2025-10-16 21:39:55 UTC - 172.58.208.214
Nintex AssureSign® c8b60618-c110-4315-bc85-437801356882

Jacob Barrera
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

ROBINSON HELICOPTER COMPANY, INC.

Date: _____, 2025

Name:
Title:

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: October 16, 2025


Arby Aiwanian
Joanna Ghosh
Vartan Madoyan
Attorneys for Plaintiff Jacob Barrera

GORDON REES SCULLY MANSUKHANI, LLP

Date: _____, 2025

Linh T. Hua

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. James Otero (Ret.). In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2025

Jacob Barrera
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

ROBINSON HELICOPTER COMPANY, INC.

Date: 10/16/25, 2025

Name: David Smith
Title: President and CEO, Robinson Helicopter Company, Inc.

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2025

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Attorneys for Plaintiff Jacob Barrera

GORDON REES SCULLY MANSUKHANI, LLP

Date: October 16, 2025

Linh T. Hua

Attorneys for Defendant Robinson Helicopter
Company, Inc.

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

October 28, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ROBINSON HELICOPTER COMPANY, INC.

Dear Representative:

We have been retained to represent Jacob Barrera against Robinson Helicopter Company, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Robinson Helicopter Co.") for violations of California wage-and-hour laws. Mr. Barrera seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Barrera seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Robinson Helicopter Co. employed Mr. Barrera as an hourly-paid, non-exempt employee from approximately March 2012 to approximately April 2020, in the State of California.

The "aggrieved employees" that Mr. Barrera may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Robinson Helicopter Co. has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

Robinson Helicopter Co. required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Barrera and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Barrera and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Robinson Helicopter Co. required Mr. Barrera and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Robinson Helicopter Co. failed to pay Mr. Barrera and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Robinson Helicopter Co. failed to pay Mr. Barrera and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Robinson Helicopter Co. did not provide Mr. Barrera and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Robinson Helicopter Co. were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Barrera and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Barrera and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Barrera and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Barrera and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Barrera and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Robinson Helicopter Co. failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Barrera and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Robinson Helicopter Co. did not provide Mr. Barrera and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Robinson Helicopter Co. failed to pay Mr. Barrera and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Barrera and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Robinson Helicopter Co. failed to pay Mr. Barrera and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Barrera and the other

aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Barrera and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Robinson Helicopter Co.

Therefore, on behalf of all aggrieved employees, Mr. Barrera seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Robinson Helicopter Company, Inc.
c/o Kurt L. Robinson
Agent for Service of Process
2901 Airport Drive
Torrance, CA 90505

EXHIBIT 3

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Barera, et al. vs. Robinson Helicopter Company

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/8/2020	U.S. Postmaster	Postage	\$7.50
7/28/2020	U.S. Postmaster	Postage	\$7.00
10/28/2020	U.S. Postmaster	Postage	\$7.50
10/28/2020	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
1/8/2021	Legal Document Server, Inc.	Attorney Service	\$30.43
1/8/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
2/2/2021	Legal Document Server, Inc.	Attorney Service	\$110.00
5/6/2021	General Logistics Systems US, Inc.	Courier Service	\$19.12
6/23/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
7/13/2021	Los Angeles Superior Court	Remote Appearance Fee	\$15.00
10/20/2021	One Legal	Attorney Service	\$16.68
1/27/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
2/18/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
3/21/2022	Legal Document Server, Inc.	Attorney Service	\$155.20
3/29/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
4/29/2022	Los Angeles Superior Court	Document Download Fee	\$10.60
5/19/2022	Legal Document Server, Inc.	Attorney Service	\$185.00
5/20/2022	Legal Document Server, Inc.	Attorney Service	\$31.75
5/20/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
6/3/2022	General Logistics Systems US, Inc.	Courier Service	\$22.97
6/8/2022	FedEx Express	Courier Service	\$28.04
7/13/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
8/24/2022	Legal Document Server, Inc.	Attorney Service	\$26.07
8/24/2022	Los Angeles Superior Court	Jury Fee	\$150.00
8/31/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
8/31/2022	Legal Document Server, Inc.	Attorney Service	\$17.30
9/19/2022	Legal Document Server, Inc.	Attorney Service	\$195.00
9/19/2022	Los Angeles Superior Court	Ex Parte Application Fee	\$60.00
9/21/2022	Los Angeles Superior Court	Document Download Fee	\$9.00
9/26/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
2/6/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
7/14/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
7/24/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
7/27/2023	Legal Document Server, Inc.	Attorney Service	\$191.15
8/16/2023	Legal Document Server, Inc.	Attorney Service	\$23.90
8/21/2023	Legal Document Server, Inc.	Attorney Service	\$215.32
8/21/2023	Los Angeles Superior Court	Motion Fee	\$60.00
8/28/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
9/4/2023	CPAnalytics	Data Analysis of Sampling of Time Records	\$4,842.50

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Barera, et al. vs. Robinson Helicopter Company

9/13/2023	Los Angeles Superior Court	Document Download Fee	\$19.60
9/19/2023	Simpluris, Inc.	Notice Mailing	\$1,982.50
10/5/2023	Los Angeles Superior Court	Document Download Fee	\$6.00
10/9/2023	Legal Document Server, Inc.	Attorney Service	\$64.60
10/18/2023	Coalition Court Reporters	Court Reporter	\$660.90
11/6/2023	Legal Document Server, Inc.	Attorney Service	\$32.30
11/8/2023	Los Angeles Superior Court	Document Download Fee	\$6.20
4/22/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
4/22/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
4/24/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
7/22/2024	Jams, Inc.	Mediation Fee	\$12,760.00
7/25/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
7/25/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
8/27/2024	Los Angeles Superior Court	Document Download Fee	\$54.20
9/13/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
9/20/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
9/20/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
10/2/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
10/17/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
10/31/2024	Legal Document Server, Inc.	Attorney Service	\$19.09
10/31/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
11/1/2024	Legal Document Server, Inc.	Attorney Service	\$17.70
1/23/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/21/2025	General Logistics Systems US, Inc.	Courier Service	\$21.35
2/28/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
3/5/2025	Legal Document Server, Inc.	Attorney Service	\$22.87
3/5/2025	Los Angeles Superior Court	Motion Fee	\$60.00
4/7/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
4/8/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
4/25/2025	General Logistics Systems US, Inc.	Courier Service	\$21.61
4/25/2025	Jams, Inc.	Supplemental Mediation Fee	\$3,130.00
5/13/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
5/28/2025	Legal Document Server, Inc.	Attorney Service	\$20.09
5/28/2025	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
6/17/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
7/24/2025	Legal Document Server, Inc.	Attorney Service	\$20.09
7/24/2025	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
Total:			<u>\$26,412.65</u>

EXHIBIT 4

JACOB BARRERA, ET AL. V. ROBINSON HELICOPTER COMPANY, INC.
Los Angeles County Superior Court, Case No. 21TRCV00014

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Jacob Barrera (“Plaintiff Barrera”)	25.50
Meet and Communicate with Formerly Represented Plaintiff Joselito Wong	21.50
Investigate, Communicate with, and/or Interview Aggrieved Employees and Percipient Witnesses	22.10
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Barrera’s Claims, Conduct Legal Research and Analysis Regarding All Claims Involved, and Draft Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on January 7, 2021)	8.40
Review Court’s Notice of Case Assignment Unlimited Civil Case (filed January 7, 2021)	0.10
Review Court’s Notice of Case Management Conference and Order to Show Cause Hearing (filed on January 11, 2021)	0.20
Review and Analyze Defendant Robinson Helicopter Company, Inc.’s (“Defendant”) Answer to Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act (served on March 12, 2021), and Research Affirmative Defenses in Defendant’s Answer	2.10
Draft Plaintiff Barrera’s Case Management Statement (filed on June 23, 2021)	0.90
Review Defendant’s Case Management Statement (served on June 23, 2021)	0.30
Review Court’s Minute Order Re: Case Management Conference (filed on July 8, 2021)	0.10

Draft Plaintiff Barrera's Case Management Statement (filed on October 20, 2021)	0.70
Review Court's Minute Order Re: Status Conference (filed on November 4, 2021)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review and/or Revise Stipulation and Protective Order – Confidential Designation Only (submitted on January 6, 2022)	1.90
Review Court's Order Granting Stipulation and Protective Order (filed on January 10, 2022)	0.10
Draft Plaintiff Barrera's Case Management Statement (filed on January 26, 2022)	0.70
Review Court's Minute Order Re: Status Conference (filed on February 10, 2022)	0.10
Draft Plaintiff Barrera's Notice of Ruling from February 10, 2022 Status Conference (filed on February 18, 2022)	0.20
Review Defendant's Notice of Association of Counsel (served on February 11, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on March 18, 2022)	1.50
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order Regarding <i>Belaire-West</i> Notice (submitted on March 18, 2022)	2.30
Review Court's Order Regarding <i>Belaire-West</i> Notice and Notice Re: Continuance of Hearing and Order (filed on March 24, 2022)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Second Stipulation and [Proposed] Order Regarding <i>Belaire-West</i> Notice (submitted on May 19, 2022)	1.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on May 20, 2022)	1.10
Review Court's Notice Re: Continuance of Hearing and Order and Minute Order Re: Status Conference (filed on June 6, 2022)	0.20
Draft Plaintiff Barrera's Notice of Posting Jury Fees (filed on August 22, 2022)	0.10

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order Regarding the Parties' Intent to Stay This Action Pending Resolution of <i>Adolph v. Uber Technologies, Inc.</i> (submitted on August 30, 2022)	1.30
Review Court's Order Regarding the Parties' Intent to Stay This Action Pending Resolution of <i>Adolph v. Uber Technologies, Inc.</i> (filed on September 21, 2022)	0.10
Draft Notice of Entry of Judgment or Order (filed on September 22, 2022)	0.10
Review Court's Notice Re: Continuance of Hearing and Order (filed on January 25, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on April 19, 2023)	0.90
Review Defendant's Notice of Continuance of Status Conference (served on May 3, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on July 13, 2023)	0.90
Review Court's Order Regarding <i>Belaire-West</i> Notice and Court's Minute Order Re: Status Conference (filed on July 19, 2023)	0.20
Draft Notice of Entry of Judgment or Order (filed on July 21, 2023)	0.10
Draft Notice of Ruling on Plaintiffs' <i>Ex Parte</i> Application for an Order Compelling Defendant to Comply with the Court's July 19, 2023 Order, or an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Violation That Order (filed on August 24, 2023)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and Proposed Order to Vacate Order to Show Cause Hearing on September 13, 2023 (submitted on September 11, 2023)	1.10
Review Court's Order Granting Parties' Stipulation and Proposed Order to Vacate Order to Show Cause Hearing on September 13, 2023 (filed September 12, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Notice of Lodgment of Court Reporter's Transcript of Hearing on Defendant's Motion to Compel Arbitration of Plaintiffs' Individual PAGA Claims, and to Stay Representative PAGA Claims (filed on November 3, 2023)	0.90

Review Defendant's Notice of Ruling on Defendant's Motions: (1) to Compel Arbitration; (2) for Leave to Amend Answer; (3) to Stay PAGA Action (served on November 14, 2023)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Order to Continue the Order to Show Cause Re: Status of Arbitration (submitted on April 19, 2024)	0.50
Review Court's Order to Continue the Order to Show Cause Re: Status of Arbitration (filed on April 24, 2024)	0.10
Draft Notice of Entry of Judgment or Order (filed on April 24, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Order to Continue the Order to Show Cause Re: Status of Arbitration (submitted on July 18, 2024)	0.50
Draft Notice of Continuance of July 30, 2024 Order to Show Cause Re: Status of Arbitration Hearing (filed on September 13, 2024)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Order to Continue the Order to Show Cause Re: Status of Arbitration (submitted on September 20, 2024)	0.90
Review Court's Order Granting Parties' Stipulation and Proposed Order to Continue the Order to Show Cause Re: Status of Arbitration (filed on September 26, 2024)	0.10
Draft Notice of Entry of Judgment or Order (filed October 1, 2024)	0.10
Draft Notice of Settlement of Entire Case (filed on October 16, 2024)	0.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and Proposed] Order to Vacate the Order to Show Cause Re: Status of Arbitration (submitted on October 28, 2024)	0.90
Review and Analyze Court's Order Vacating Order to Show Cause (Filed November 1, 2024)	0.10
Review Defendant's Notice of Association of Counsel (served on November 12, 2024)	0.10

Draft Notice of Change of Address or Other Contact Information (filed on January 23, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Statement Regarding the Order to Show Cause Re: Status of Arbitration / Order to Show Cause Re: Dismissal (filed on February 27, 2025)	0.90
Review Court's Minute Order Re: Order to Show Cause Re: Status of Arbitration / Order to Show Cause Re: Dismissal (filed on March 3, 2025)	0.10
Draft Declaration of Melissa LeBlanc-Mansell in Response to Order to Show Cause Re: Dismissal (filed March 4, 2025)	0.20
Draft Notice Re: April 4, 2025 Ruling (filed on April 4, 2025)	0.10
Review and Analyze Court's Minute Order Re: Order to Show Cause Re: Status of Arbitration/Order to Show Cause Re: Dismissal; Hearing on Motion to be Relieved as Counsel (Filed April 7, 2025)	0.20
Review Court's Notice Re: Continuance of Hearing and Order (filed on May 7, 2025)	0.10
Draft Notice of Continuance of Hearing on Motion for Approval of PAGA Settlement (filed on May 12, 2025)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Hearing on Motion of Approval of PAGA Settlement; [Proposed] Order (submitted May 28, 2025)	0.50
Review Court's Order to Continue Hearing on Motion for Approval of PAGA Settlement (filed on June 5, 2025)	0.10
Draft Notice of Entry of Judgment or Order (filed on June 16, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Hearing on Motion for Approval of PAGA Settlement; [Proposed] Order (submitted on July 22, 2025)	1.10
Review Court's Order to Continue Hearing on Motion for Approval of PAGA Settlement (filed on July 29, 2025)	0.10

Draft Notice of Entry of Judgment or Order (filed August 5, 2025)	0.10
Appearances	
Prepare for and Remotely Attend Initial Case Management Conference (July 8, 2021)	0.80
Prepare for and Remotely Attend Case Management Conference (November 4, 2021)	1.80
Prepare for and Remotely Attend Case Management Conference (February 10, 2022)	2.60
Prepare for and Remotely Attend Status Conference (June 6, 2022)	2.30
Prepare for and Remotely Attend <i>Ex Parte</i> Hearing (September 21, 2022)	1.90
Prepare for and Remotely Attend Case Management Conference (July 19, 2023)	2.90
Prepare for and Remotely Attend <i>Ex Parte</i> Hearing (July 27, 2023)	5.50
Prepare for and Remotely Attend <i>Ex Parte</i> Hearing (August 22, 2023)	2.20
Prepare for and Remotely Attend Trial Setting Conference/Motion to Compel Arbitration Hearing/Motion for Stay of Proceedings Hearing/Motion for Leave to Amend Answer Hearing (October 18, 2023)	6.50
Prepare for and Remotely Attend OSC Re: Status of Arbitration Hearing (March 3, 2025)	1.40
Prepare for and Remotely Attend OSC Re: Status of Arbitration Hearing (April 7, 2025)	2.60
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Formerly Represented Plaintiff Joselito Wong (served on July 8, 2020)	1.90

Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Jacob Barrera (served on July 28, 2020)	1.90
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Formerly Represented Plaintiff Joselito Wong	9.50
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Jacob Barrera	8.50
Draft Plaintiff Barrera's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for June 10, 2021; Organizational Structure) (served on May 6, 2021)	1.40
Draft Plaintiff Barrera's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for June 11, 2021; Wage and Hour Practices) (served on May 6, 2021)	1.60
Draft Plaintiff Barrera's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on May 6, 2021)	4.50
Review and Analyze Defendant's Responses to Plaintiff Barrera's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on July 9, 2021)	4.10
Review Defendant's Special Interrogatories (Set One); Declaration of Jacqueline A. Kwong Re: Additional Discovery and Requests for Production of Documents (Set One) to Plaintiff Barrera (served on April 1, 2022)	0.90
Review Defendant's Special Interrogatories (Set One) and Requests for Production of Documents (Set One) to Formerly Represented Plaintiff Joselito Wong (served on April 1, 2022)	0.90

Draft Plaintiff Barrera's Responses to Defendant's Special Interrogatories (Set One) and Requests for Production of Documents (Set One), and Analyze and Prepare Extensive Document Production (served on June 24, 2022)	24.10
Draft Formerly Represented Plaintiff Joselito Wong's Responses to Special Interrogatories (Set One) and Requests for Production of Documents (Set One), and Analyze and Prepare Extensive Document Production (served on June 24, 2022)	20.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff under the Private Attorneys General Act for Plaintiff Jacob Barrera (served on October 28, 2020)	4.50
Meet and Confer with, Draft Correspondence to, and/or Respond to Correspondence from, Defendant's Counsel	25.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant, and Other Sources Prior to Mediation	68.50
Prepare for Mediation, Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support of the Mediation Brief, and Performing Penalties Analyses and Calculations (submitted on August 19, 2024)	45.50
Attend Mediation Session (August 26, 2024; Via Zoom)	16.10
Engage in Additional Settlement-Related Discussions Following Mediation	5.50
Review and Analyze Mediator's Proposal (October 8, 2024)	1.70

Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding – PAGA Settlement (finalized on July 9, 2025)	4.80
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on October 16, 2025) and Related Cover Letter	9.50
Law and Motion	
Review and Analyze Defendant’s Notice of Motion and Motion to Compel Arbitration of Plaintiffs’ Individual PAGA Claims, and to Dismiss Their Representatives PAGA Claims; Memorandum of Points and Authorities in Support Thereof, Declaration of Eric J. Palmer in Support Thereof, Declaration of Cathrine E. Tauscher in Support of Thereof, Request for Judicial Notice in Support Thereof, and [Proposed] Order Granting Defendant’s Motion to Compel Plaintiffs’ Individual PAGA Claims to Arbitration and Dismiss the Non-Individual/Representative Claims (submitted on July 15, 2022)	2.50
Review and Analyze Defendant’s Notice of Motion and Motion for Leave to File an Amended Answer to Plaintiffs’ Complaint; Memorandum of Points and Authorities in Support Thereof, Declaration of Eric J. Palmer in Support Thereof, Request for Judicial Notice in Support Thereof, and [Proposed] Order Granting Defendant’s Notice of Motion and Motion for Leave to File an Amended Answer to Plaintiffs’ Complaint (served on August 10, 2022)	2.30
Draft Plaintiff Barrera’s Notice of Unopposed <i>Ex Parte</i> Application and Declaration of Charles T. Sweeny, to Request the Court Sign the Parties’ Proposed Order to Stay This Action and Motion Practice Pending Resolution of <i>Adolph v. Uber Technologies, Inc.</i> , and [Proposed] Order Thereon (filed on September 19, 2022)	2.10
Review Court’s Minute Order and Order Re: Hearing on <i>Ex Parte</i> Application (filed on September 21, 2022)	0.10

Review and Analyze Defendant's <i>Ex Parte</i> Motion for an Order Staying Plaintiffs' PAGA Claims in Their Entirety Pending the Court's Ruling on Defendant's Motion to Compel Arbitration; Memorandum of Points & Authorities in Support Thereof, Declaration of Eric J. Palmer in Support Thereof, and [Proposed] Order Granting Defendant's <i>Ex Parte</i> Motion for an Order Staying Plaintiffs' PAGA Claims in Their Entirety Pending the Court's Ruling on Defendant's Motion to Compel Arbitration (served on July 26, 2023)	1.90
Draft Declaration of Charles T. Sweeny in Opposition to Defendant's <i>Ex Parte</i> Motion for an Order Staying Plaintiffs' PAGA Claims in Their Entirety Pending the Court's Ruling on Defendant's Motion to Compel Arbitration (filed on July 26, 2023)	2.50
Review Court's Minute Order Re: Hearing on <i>Ex Parte</i> Application (filed on July 27, 2023)	0.10
Review and Analyze Defendant's Notice of Motion and Motion for an Order (1) Staying Plaintiffs' Action in its Entirety Pending the Court's Ruling on Defendant's Motion to Compel Arbitration; and (2) Staying the Representative PAGA Action in its Entirety Pending Completion of Arbitration Proceedings; Memorandum of Points & Authorities in Support Thereof, Declaration of Eric J. Palmer in Support Thereof, and [Proposed] Order Granting Defendant's Motion for an Order Staying Plaintiffs' Action in its Entirety Pending the Court's Ruling on Defendant's Motion to Compel Arbitration and/or Completion of Arbitration Proceedings (served on August 18, 2023)	2.90
Draft Plaintiff's <i>Ex Parte</i> Application for an Order Compelling Defendant to Comply With the Court's July 9, 2023 Order, or an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Violating That Order, Declaration of Charles T. Sweeny in Support Thereof; and [Proposed] Order Thereon (submitted on August 21, 2023)	10.80
Review and Analyze Defendant's Memorandum in Opposition to Plaintiffs <i>Ex Parte</i> Application for an Order Compelling Defendant to Comply with the Court's July 19, 2023 Order, or an Order to Show Cause Why Defendant Should Not be Held in Contempt for Violating That Order and Declaration of Eric J. Palmer in Support Thereof (served on August 21, 2023)	1.90

Review Court's Minute Order Re: Hearing on <i>Ex Parte</i> Application (filed on August 22, 2023)	0.10
Review and Analyze Defendant's <i>Amended</i> Notice of Motion and Motion to Compel Arbitration of Plaintiffs' Individual PAGA Claims, and to Stay Their Representative PAGA Claims and Supplemental Request for Judicial Notice in Support of Defendant's Motion to Compel Arbitration of Plaintiff's Individual PAGA Claims (served on September 20, 2023)	1.10
Draft Plaintiff Barrera's Opposition to Defendant Robinson Helicopter Company, Inc.'s Motion to Compel Arbitration and Stay of Proceedings and Objections to Declaration of Cathrine E. Tauscher in Support of Defendant Robinson Helicopter Company Inc.'s Motion to Compel Arbitration and Stay of Proceedings (filed October 5, 2023)	17.50
Draft Plaintiff Barrera's Opposition to Defendant's Motion to Stay Plaintiff's Action (filed on October 6, 2023)	1.10
Draft Plaintiff Barrera's Opposition to Defendant's Motion for Leave to Amend Answer to Plaintiff's Complaint (filed on October 6, 2023)	0.70
Draft Declaration of Charles T. Sweeny in Support of Plaintiff Barrera's Opposition to Defendant's Motion to Compel Arbitration and Stay of Proceedings (filed on October 9, 2023)	0.80
Review and Analyze Defendant's Reply Brief in Support of its Motion to Compel Arbitration of Plaintiffs' Individual PAGA Claims, and to Stay Their Representative PAGA Claims and Supplemental Declaration of Eric J. Palmer in Support Thereof (served on October 11, 2023)	1.80
Review and Analyze Defendant's Reply Brief in Support of its Motion to for Leave to File an Amended Answer to Plaintiff Barrera's Complaint (served on October 11, 2023)	0.80
Review and Analyze Defendant's Reply Memorandum in Support of its Motion for an Order Staying Plaintiffs' Representative PAGA Action in its Entirety Pending Completion of Arbitration Proceedings (served on October 11, 2023)	0.80

Review Court's Tentative Ruling Re: Defendant's Motion for Leave to Amend Answer, Motion to Compel Arbitration, Motion for an Order (1) Staying Plaintiffs' Action in its Entirety Pending the Court's Ruling on Defendant's Motion to Compel Arbitration; and (2) Staying Plaintiffs' Representative Private Attorneys General Act Action (published on October 17, 2023)	0.70
Review Court's Minute Order Re: Hearing on Motion for Leave to Amend Answer, Hearing on Motion to Compel Arbitration; Trial Setting Conference; Hearing on Motion for Stay of Proceedings (filed on October 18, 2023)	0.10
Review Court's Minute Order Re: Ruling on Submitted Matter (filed on October 25, 2023)	0.80
Draft Notice of Motion and Motion to Be Relieved as Counsel for Formerly Represented Plaintiff Joselito Wong, Declaration in Support of Attorney's Motion to be Relieved as Counsel, and [Proposed] Order Granting Attorney's Motion to Be Relieved as Counsel – Civil (submitted on March 4, 2025)	1.50
Review Declaration of Deven Launchbaugh Regarding Service of Motion to Be Relieved as Counsel Documents (filed on April 4, 2025)	0.40
Review Court's Tentative Ruling Re: Motion to Be Relieved as Counsel for Formerly Represented Plaintiff Joselito Wong (published on April 4, 2025)	0.20
Review Court's Order Granting Attorney's Motion to be Relieved as Counsel – Civil (filed on April 7, 2025)	0.20
Research and Draft Plaintiff Barrera's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; Memorandum of Points and Authorities in Support Thereof, Declaration of Vartan Madoyan in Support Thereof, Declaration of Plaintiff Barrera in Support Thereof, and [Proposed] Order and Judgment	19.50
Total Hours:	472.80