


(SIGNATURE)

PLAINTIFF/PETITIONER: Ofelia Alberto
 DEFENDANT/RESPONDENT: Meggitt (Orange Vounty), Inc., et al.

CASE NUMBER:
 21STCV07136

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

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

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

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

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

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

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

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

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
MATTHEW W. GORDON (SBN 267971)
REBECCA E. LIU (SBN 352495)
2101 E. El Segundo Boulevard, Suite 403
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Telephone: (310) 531-1900
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Attorneys for Plaintiff
OFELIA ALBERTO, individually, and on behalf of all
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

OFELIA ALBERTO, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

MEGGITT (ORANGE COUNTY), INC., a
corporation; MEGGITT (SIMI VALLEY), INC., a
corporation; MEGGITT (NORTH
HOLLYWOOD), INC., a corporation;
MEGGITT-USA, INC., a corporation; MEGGITT
HOLDINGS (USA), INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants

CASE NO.: 21STCV07136

[Assigned for all purposes to the
Honorable Theresa M. Traber, Dept. SSC-1]

[PROPOSED] AMENDED JUDGMENT

Complaint filed: February 23, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

05/07/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

~~PROPOSED~~ AMENDED JUDGMENT

1. On May 21, 2025, this Court entered an Order and Judgment Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

2. On April 30, 2026, Plaintiff filed the Disbursement Declaration of William Argueta on Behalf of CPT Group, Inc., the Settlement Administrator. CPT Group reported that a total of 19 Individual Settlement Payment checks, totaling \$11,033.18, were not cashed by the December 24, 2025 check cashing deadline.

3. In accordance with Code of Civil Procedure § 384, the Court hereby AMENDS the Judgment entered on May 21, 2025 AS FOLLOWS:

The Court hereby directs the Settlement Administrator to pay the sum of the unclaimed Individual Settlement Payment checks totaling \$11,033.18, to the Boys & Girls Clubs of Central Orange Coast, a nonprofit organization that strives to help youths reach their full potential by ensuring they have access to the tools they need to pursue greatness.

The Settlement Administrator shall post notice of this Amended Judgment on its website within seven (7) calendar days of the Court's entry of this Amended Judgment.

Plaintiff shall submit a copy of this Amended Judgment to the Labor and Workforce Development Agency within ten (10) calendar days of the Court's entry of this Amended Judgment and shall file a proof of service with the Court. Plaintiff shall also submit a copy of the original Judgment and this Amended Judgment to the Judicial Council pursuant to Code of Civil Procedure section 384.5.

IT IS SO ORDERED, ADJUDICATED, AND DECREED.

DATED: 05/07/2026


HONORABLE THERESA M. TRABER
Judge of the Superior Court

Electronically Received 05/14/2025 10:09 AM

MATERN LAW GROUP, PC
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

OFELIA ALBERTO, individually, and on
behalf all others similarly situated,

Plaintiff,

vs.

MEGGITT (ORANGE COUNTY), INC., a
corporation; MEGGITT (SIMI VALLEY),
INC., a corporation; MEGGITT (NORTH
HOLLYWOOD), INC., a corporation;
MEGGITT-USA, INC.; a corporation;
MEGGITT HOLDINGS (USA), INC., a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 21STCV07136

[Assigned for all purposes to the
Hon. Stuart M. Rice, Dept. SSC-1]

**~~[REVISED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 15, 2025
Time: 10:30 a.m.
Dept: 1

Action Filed: February 23, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

05/21/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

1 **[REVISED PROPOSED] ORDER AND JUDGMENT**

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) filed by
3 Plaintiff Ofelia Alberto (“Plaintiff”) in this Action came before this Court at a regularly scheduled
4 hearing. Having reviewed Plaintiff’s Motion, the Declaration of Dalia Khalili, and exhibits thereto,
5 including the Amended Joint Stipulation of Class Action Settlement and Release (“Settlement” or
6 “Amended Stipulation”), the Declaration of Plaintiff, and the Declaration of William Argueta on
7 behalf of CPT Group, Inc., and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED
8 and DECREED as follows:

9 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set
10 forth in the Amended Stipulation.

11 2. The Court finds that the Settlement was made and entered into in good faith and
12 hereby approves the Settlement as fair, adequate and reasonable to all Class Members.

13 3. Solely for purposes of effectuating the Settlement, the Court has certified a Class
14 defined as:

15 All persons who are or were employed by Defendant MEGGITT
16 (ORANGE COUNTY), INC. in California as a non-exempt employee at
any time from February 23, 2017 through September 5, 2023.

17 4. In accordance with the Amended Stipulation, Judgment shall be entered in this
18 Action in the amount of \$550,000.00 plus Defendants’ share of payroll taxes and withholdings
19 which shall be paid separately from and in addition to this Gross Settlement Amount.

20 5. The Court approves attorneys’ fees to Matern Law Group, PC in the amount of one-
21 third of the Gross Settlement Amount, i.e., \$183,333.33, and litigation costs in the amount of
22 \$31,964.90.

23 6. The Court approves the PAGA Settlement Amount of \$32,000.00, with 75%
24 (\$24,000.00) payable to the Labor and Workforce Development Agency (“LWDA”) and 25%
25 (\$8,000.00) disbursed among the PAGA Class Members.

26 7. The Court approves the Class Representative Service Award to Plaintiff in the
27 amount of \$7,500.00.
28

1 8. The Court approves the Settlement Administration Costs to CPT Group, Inc. in the
2 amount of \$10,000.00.

3 9. The Notice Packets provided to the Class Members conforms with the requirements
4 of Code of Civil Procedure section 382, Civil Code section 1781, California Rules of Court, rules
5 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
6 constitutes the best notice practicable under the circumstances, by providing individual notice to all
7 Class Members who could be identified through reasonable effort, and by providing due and
8 adequate notice of the proceedings and of the matters set forth therein. The Notice Packets fully
9 satisfies the requirements of due process.

10 10. The Court finds that zero Class Members have objected to the Settlement.

11 11. The Court finds that zero Class Members have submitted a valid request for
12 exclusion.

13 12. Within thirty (30) days of the Effective Date, Defendants shall deposit the Gross
14 Settlement Amount in the Qualified Settlement Account. The Effective Date means the date by
15 which all of the following have occurred: the Court has granted final approval to the Settlement on
16 the terms set forth in the Amended Stipulation and the Court's final approval order and final
17 judgment are binding. For purposes of this Settlement, the final approval order and final judgment
18 become binding upon the latter of (i) if no timely objections are filed, or are withdrawn prior to final
19 approval, the date upon which the Court enters an order granting final approval of the Amended
20 Joint Stipulation of Class Action Settlement and Release; or (ii) if timely objections are filed and
21 not withdrawn, then either the final resolution of any appeals timely filed, or the expiration date of
22 the time for filing or noticing any such appeals. For purposes of clarity, the Effective Date cannot
23 occur, and Defendants will not be obligated to fund this Settlement or pay the Gross Settlement
24 Amount, until and unless there is no possibility of an appeal or further proceeding that could
25 potentially prevent this Settlement from becoming effective, final and binding. ("Effective Date").

26 13. Within seven (7) calendar days following Defendants' deposit of the Gross
27 Settlement Amount, the Settlement Administrator shall disburse the following amounts from the
28 Gross Settlement Amount of \$550,000.00:

Gross Settlement Amount:	\$550,000.00
Less Attorneys' Fees	-\$183,333.33
Less Litigation Costs	-\$31,964.90
Less Class Representative Service Award	-\$7,500.00
LWDA Payment	-\$24,000.00
Less Administration Costs	-\$10,000.00
<u>Less PAGA Payment</u>	<u>-\$8,000.00</u>
Net Settlement Amount	\$285,201.77

The Net Settlement Amount will be available for distribution to the Participating Class Members on a pro rata basis according to the formula set forth in the Amended Stipulation.

14. After 180 days from the mailing, any Individual Settlement Payment and Individual PAGA Payment check that has not been cashed will be voided. All uncashed settlement funds, plus interest, shall be transmitted by the Settlement Administrator to the cy pres recipient, Boys & Girls Clubs of Central Orange Coast, after entry of an amended judgment pursuant to Code of Civil Procedure § 384(b).

15. Upon the deposit of the Gross Settlement Amount in the Qualified Settlement Fund, all Participating Class Members shall be deemed to have released the Released Parties from the Released Class Claims. "Released Parties" means Defendants and each of its past or present successors and predecessors in interest, subsidiaries, affiliates, parents (including but not limited to Parker-Hannifin Corporation), employees, insurers, agents, consultants, legal representatives, and other related entities, and each of their past, present, and future officers, directors, shareholders, members, managers, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, underwriters, and attorneys. "Released Class Claims" means any and all claims under the California wage orders (including but not limited to Wage Orders 1, 4 and 10 of the Industrial Welfare Commission (8 Cal. Code Regs. Sections 11010, et seq.)), California Labor Code, including but not limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1197.1, 1198, 1199, 2802 - 2804, California Business & Professions Code (including but not limited to Business & Professions Code section 17200), California Code of Civil Procedure, California Civil Code, as well as any and all claims, rights, demands, liabilities, obligations, guarantees, penalties, costs, expenses, attorney's

1 fees, damages, liquidated damages, actions or causes of action, contingent or accrued, during the
2 Class Period, alleged in or arising out of the facts alleged in the operative complaint , including: (i)
3 all claims for meal and/rest break violations; (ii) all claims for unpaid overtime; (iii) all claims for
4 unreimbursed business expenses; (iv) all claims for the failure to timely pay wages upon
5 termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for
6 wage statement violations and failure to maintain employment records; (vii) all claims for failure to
7 produce employment records; and (viii) any and all claims asserted through or under California
8 Business & Professions Code §§ 17200, *et seq.* based on the preceding claims. The Released Class
9 Claims do not include any claims under PAGA.

10 16. Upon the funding of the Gross Settlement Amount, all PAGA Class Members shall
11 be deemed to have released the Released Parties from the Released PAGA Claims. “Released PAGA
12 Claims” means all claims for civil penalties under PAGA arising during the PAGA Period alleged
13 in, or which could have been asserted based on the facts, circumstances, and claims asserted in, the
14 Action or Plaintiff’s PAGA letter.

15 17. In addition to the claims being released by all Participating Class Members, upon the
16 funding of the Gross Settlement Amount, Plaintiff will release and forever discharge the Released
17 Parties, to the fullest extent permitted by law, of and from any and all claims, debts, liabilities,
18 demands, obligations, guarantees, penalties, costs, expenses, attorneys’ fees, damages, liquidated
19 damages, actions or causes of action of whatever kind or nature, whether contingent or accrued,
20 known or unknown, asserted and not asserted, which Plaintiff has or may have against the Released
21 Parties from the beginning of time through the end of the Class Period. This general release by
22 Plaintiff also includes a waiver of rights under Civil Code Section 1542.

23 18. PAGA Class Members, regardless of whether they opted out, shall still receive a
24 share of the PAGA Settlement Amount and be bound by the Released PAGA Claims.

25 19. Pursuant to Cal. Rule of Court 3.769(h) and Code of Civil Procedure section 664.6,
26 the Court retains jurisdiction over the Parties, all matters arising out of, or related to the Action, the
27 Settlement, the Amended Stipulation, its administration and consummation and the determination
28 of all controversies relating thereto, to enforce the terms of this Judgment.

1 20. The Settlement Administrator will post notice of this Judgment on its website within
2 10 court days after entry of this Judgment.

3 21. This Judgment is intended to be a final disposition of the Action in its entirety, and
4 is intended to be immediately appealable.

5 22. Class Counsel shall file a final accounting report summarizing all distributions made
6 pursuant to the Settlement, supported by a declaration. Class Counsel also shall submit an amended
7 judgment, pursuant to Code of Civil Procedure § 384(b), directing the Settlement Administrator to
8 pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any interest
9 that has accrued thereon, to the cy pres recipient, Boys & Girls Clubs of Central Orange Coast. The
10 Court sets a non-appearance date for submission of a final report and amended judgment for May
11 15, 2026.

12 IT IS SO ORDERED, ADJUDICATED, AND DECREED.

13
14 DATED: May 21, 2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

HON. STUART M. RICE
Judge of the Superior Court

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On May 13, 2026, I served the following documents:

☒ **By electronic service.** Based upon a court order authorizing electronic service, I caused a true and correct copy of the document(s) to be electronically served on counsel of record listed below by transmission to Case Anywhere LLC.

☒ **By electronic service.** I caused the documents to be electronically transmitted to the State of California Labor and Workforce Development Agency at <https://dir.tfaforms.net/433>. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 13, 2026 at El Segundo, California.

Hannah Ahn