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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ANDY PEREZ, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

CURTISS-WRIGHT CORPORATION, an
unknown business entity; and DOES 1 through
100, inclusive;

Defendants.

Case No: RG21109747

Honorable Victoria Kolakowski
Department 16

**DECLARATION OF VARTAN
MADOYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: September 19, 2025

Time: 9:30 a.m.

Reservation ID: 095930799663

Judge: Hon. Victoria Kolakowski
Dept.: 16

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1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, co-counsel of record for Plaintiff Andy Perez (“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 as follows.

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. Lawyers *for* Justice, PC has recovered, sometimes, in association with other law firms, millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwanian is a 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

1 Appellate District. In December of 2004, he obtained a license to practice law from the California State
2 Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost
3 exclusively focused on the prosecution of consumer and employment class actions. While employed
4 by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one
5 hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended
6 over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some
7 cases in conjunction with co-counsel, he has successfully litigated cases involving the executive,
8 administrative, and other overtime exemptions to the State of California and federal overtime
9 compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained
10 class certification by contested motion practice in approximately sixteen (16) cases in the last decade,
11 and litigated over 1,000 class action or representative action cases.

12 4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received
13 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
14 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
15 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable
16 Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From
17 approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the
18 Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was
19 admitted to practice law in California in 2010. He is admitted to practice before all courts of the State
20 of California and all United States District Courts in the State of California. He has worked on many
21 wage-and-hour class action and representative action cases, taking the lead in taking and defending
22 depositions, arguing motions, and attending mediations. He has played an integral role in preparing
23 matters for class certification, including and not limited to, successful certification of a class in *Upson*
24 *v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus*
25 *Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban*
26 *Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of
27 class action or representative action cases have resulted in settlements that have been granted court
28

1 approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred
2 and fifty (250) class action or representative action cases which have resulted in settlement.

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

27 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree in
28 Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola

1 Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I am admitted to
2 practice before all courts in the State of California and all U.S. District Courts in California. I externed
3 for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of
4 California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United
5 States District Court, Central District of California, from January 2010 to May 2010. From 2011 through
6 and including the present, my practice consisted almost exclusively of complex wage and hour class
7 action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at
8 Littler Mendelson's Century City, California office, working for one of the largest employer-side labor
9 and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at
10 Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July
11 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From
12 August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended
13 dozens of depositions and has successfully handled motion practice in class action and PAGA cases
14 regarding discovery (including and not limited to motions regarding class contact information), class
15 certification (both contested class certification and stipulated class certification), dispositive motions,
16 arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and
17 hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet*
18 *Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I also successfully handled briefing
19 on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court
20 of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished
21 decision). Further, I have extensive experience with settlements of class actions and PAGA actions and
22 have handled and supervised this process in over one hundred (100) cases.

23 **BACKGROUND AND PROCEDURAL HISTORY**

24 7. Defendant is a manufacturer and service provider for commercial aerospace, commercial
25 and specialty vehicles, and a range of general industrial markets.

26 8. Plaintiff has satisfied the prerequisites under California Labor Code § 2699.3(a),
27 including, and not limited to, providing the California Labor and Workforce Development Agency
28 ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code

1 that are alleged to have been violated, including the facts and theories to support the alleged violations,
2 by way of written correspondence on behalf of Plaintiff that was dated June 2, 2021 (“PAGA Notice”).
3 The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way
4 of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notice,
5 the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is
6 attached hereto as “**EXHIBIT 2.**”

7 9. On August 6, 2021, Plaintiff filed a Complaint for Enforcement Under the Private
8 Attorneys General Act, California Labor Code § 2698, *et seq.* (the “Action”) against Defendant, alleging
9 a single cause of action against Defendant for violations of the Private Attorneys General Act at Cal.
10 Lab. Code §§2698, *et seq.*

11 10. On December 7, 2023, the Parties participated in an all-day mediation presided over by
12 Todd Smith, Esq., an experienced mediator of wage and hour representative actions. In advance of the
13 with the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate
14 Defendant’s potential liability exposure. Among the data and documents Defendant produced included,
15 but was not limited to, the total number of Aggrieved Employees (including a breakdown of current vs.
16 former employees), total number of pay periods, Defendant’s written policies, and a 20% sampling of
17 time and pay data.

18 11. Plaintiff’s core allegation is that Defendant has violated the California Labor Code by
19 engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees,
20 of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest
21 periods and associated premiums, failing to pay timely wages during employment and upon termination
22 of employment, failing to provide complete and accurate itemized wage statements, failing to keep
23 complete and accurate payroll records, and failing to reimburse necessary business-related expenses
24 and costs.

25 12. Defendant maintains, and continue to maintain, that they had, and continue to have,
26 legally-compliant employment policies and practices throughout the time period at issue. Defendant
27 denies that they ever violated any provision of the California Labor Code, including, but not limited to,
28 those sections for which Plaintiff seeks penalties under the PAGA.

1 **THE PARTIES' SETTLEMENT**

2 13. After reaching an agreement in principle, the Parties drafted and negotiated a long-form
3 settlement which is the subject of the instant motion. The Settlement was negotiated in light of all
4 known facts and circumstances and the uncertainty associated with litigation – including the risk of
5 Plaintiff not being able to maintain representative claims and establishing manageability, the difficulty
6 of proving Plaintiff's claims at trial, the merits of Defendant's potential defenses, and the significant
7 delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length
8 negotiations, with the assistance of Mediator Smith.

9 14. The Settlement is intended to fully and finally resolve the Released PAGA Claims
10 asserted by Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a
11 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
12 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
13 is not a PAGA claim.¹ Nor does this Settlement waive Defendant's right to assert *res judicata* or other
14 available defense to any asserted claim or lawsuit.

15 15. Pursuant to California Labor Code Section 2699(s), Plaintiff is providing a copy of the
16 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
17 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
18 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
19 within ten (10) days after entry of judgment or order.

20 16. Marked and attached hereto as **"EXHIBIT 1"** is the Private Attorneys General Act
21 Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered
22 into between Plaintiff Andy Perez, for himself and on behalf of the State of California with respect to
23 Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Curtiss-Wright
24 Corporation ("Defendant").

25 17. The Settlement pertains to the following allegedly aggrieved employees: all current and
26 former hourly-paid or non-exempt employees who worked for Defendant in the State of California
27 during the PAGA Period ("Aggrieved Employees").

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¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: "Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

1 18. The “PAGA Period” means the period between June 2, 2020 through December 23, 2023.
2 Based on information provided by Defendants, it is estimated that during the PAGA Period there are
3 approximately 423 Aggrieved Employees who worked 26,301 Compensable Pay Periods.

4 19. Defendant has agreed to pay the gross amount of \$675,000.00 (“Total Settlement
5 Amount”), subject to a possible increase under Section 3(b) of the Settlement Agreement, to settle this
6 matter. Pursuant to Section 3(b) of the Settlement Agreement, if the actual number of Compensable
7 Pay Periods during the period June 2, 2020 through December 23, 2023, is more than ten percent (10%)
8 above 26,931 (i.e., more than 28,931 pay periods), the Total Settlement Amount will be increased by
9 the percentage that the actual number exceeds 28,931 Compensable Pay Periods, or alternatively
10 Defendant reserves the right to shorten the PAGA Release Period so that the total number of Pay Periods
11 is 28,931 or less. 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 amount of
13 up to 35% of the Total Settlement Amount (estimated to be \$236,250.00 if the Total Settlement Amount
14 is not increased pursuant to the escalator clause) for attorneys’ fees, and up to 20,000.00 for
15 reimbursement of litigation costs and expenses, to Plaintiff’s Counsel; (2) a Service Award in the
16 amount of up to \$12,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$5,725.00 to
17 the PAGA Settlement Administrator for costs and expenses of administration of the Settlement.
18 Assuming that the Total Settlement Amount is not increased pursuant to the escalator clause, and the
19 requested Attorneys’ Fees and Costs, Service Award, and Settlement Administration Costs are approved
20 by the Court, the Net Settlement Amount is estimated to be at least \$400,525.00. The Net Settlement
21 Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor
22 Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is
23 currently estimated to be at least \$300,393.75 (“LWDA Payment”), and 25% of the Net Settlement
24 Amount, which is currently estimated to be at least \$100,131.25 (“Aggrieved Employees’ Portion”),
25 will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their Compensable Pay
26 Periods. The Parties have agreed to retain Apex Class Action LLC (“Apex” or “PAGA Settlement
27 Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested
28 to appoint Apex to serve as the PAGA Settlement Administrator. The Settlement Administration Costs

1 are estimated not to exceed \$5,725.00 and will be paid out of the Total Settlement Amount, subject to
2 approval by the Court.

3 20. Plaintiff has agreed to settle his individual claims against Defendant and related entities,
4 under terms providing for, *inter alia*, a general release of all individual claims with waiver of California
5 Civil Code section 1542, upon the date the Court has entered an order approving the Settlement
6 Agreement and full funding of the Total Settlement Amount, in exchange for an Service Award of up
7 to the amount of Twenty Thousand Dollars and Zero Cents (\$12,500.00) to Plaintiff, which Defendant
8 will not contest.

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

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

17 22. After engaging in extensive investigations, formal and informal discovery, and exchange
18 of information, data, and documents, the Parties participated in extensive settlement discussions and
19 negotiations to try to resolve the above-captioned lawsuits. These efforts included participating in a
20 formal full-day mediation on December 7, 2023 conducted by Todd A. Smith, Esq., a well-respected
21 mediator experienced in mediating complex labor and employment matters. With the aid of the
22 mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement
23 discussions, the Parties discussed all aspects of the case, including the risks and delays of further
24 litigation and proceeding with additional motion practice and trial, as well as the law relating to
25 representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay
26 calculations, reporting time pay, Industrial Welfare Commission Wage Orders, wage-and-hour
27 enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or
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1 trial and appeals, among other things. During all settlement discussions, the Parties conducted their
2 negotiations at arm's length in an adversarial position.

3 23. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope
4 of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant
5 investigation and formal and informal discovery and exchange of information, documents, and data
6 regarding the facts of the case, including and not limited to, the review, consideration, and analysis of
7 thousands of pages of information, documents, and data obtained from Plaintiff, Defendant, and other
8 sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto
9 Defendant specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets
10 One and Two), and Form Interrogatories – General (Set One)), and served notices of depositions of
11 Defendant's Person Most Knowledgeable designees regarding organizational structure and wage and
12 hour practices, along with requests for production of documents. The information, documents, and data
13 that were reviewed and analyzed by Plaintiff's Counsel during formal and informal discovery included,
14 and were not limited to, Plaintiff's employment records, a detailed sampling of Aggrieved Employees'
15 time and pay data, and Defendant's California Employee Time and Attendance Requirements, among
16 other documents. Counsel for the Parties undertook significant investigation and evaluation of the
17 PAGA claim and related allegations, including, and not limited to, calculating the potential monetary
18 recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to:
19 meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery,
20 mediation, and settlement negotiations, among other issues; case strategy and analysis; researching,
21 drafting, reviewing, and revising pleadings, court filings, motion-related papers, briefs for settlement
22 negotiations and mediation, and drafting and negotiating the settlement agreement; propounding written
23 discovery requests and notices of deposition; claims evaluation and analysis; preparing for and
24 participating in settlement negotiations and the mediation; and appearing for court proceedings.
25 Counsel for the Parties have further invested time to research the applicable law, which is evolving as
26 it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of
27 pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, wage-and-hour
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enforcement, the evidence produced and analyzed, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

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

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

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

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

27. From the inception of this litigation, Defendant indicated that they would aggressively litigate the cases and contended that they would ultimately succeed in the matter. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse

1 against any of their employees, and that they had, and continue to have, legally-compliant employment
2 policies and practices throughout the time period at issue. Defendant denies that it ever violated any
3 provision of the California Labor Code. Defendant further denies, and continues to deny, that the
4 lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

5 28. Defendant also challenged Plaintiff's standing as an aggrieved employee and denied that
6 any of their other employees, with respect to whom Plaintiff seeks civil penalties, are aggrieved. Also,
7 multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility
8 of bifurcation of discovery and/or trial of PAGA claims. *See Amalgamated Transit Union, Local 1756,*
9 *AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to
10 have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D.
11 Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation
12 because of the difficulties and inherent uncertainties of being able to establish liability with respect to
13 a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be
14 ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo*
15 *v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to
16 determine the order of proof in the interest of judicial economy"); *see also* Cal. Code Civ. Proc. § 598
17 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency
18 of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing,
19 make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue
20 or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause
21 of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ.
22 Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the
23 convenience of Parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26
24 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting
25 time and money on trial when litigation of issues could be rendered moot).

26 29. Defendant pointed to case law that held that, given the derivative nature of the PAGA
27 claim, it would stand or fall based on whether Plaintiff could successfully demonstrate the requisite
28 elements to establish the various alleged violations of the California Labor Code that the PAGA claim

1 is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages,
2 failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc. Defendant
3 also contended that Plaintiff would be required to “prove Labor Code violations with respect to each
4 and every individual on whose behalf Plaintiffs seek to recover civil penalties under PAGA.” *Hibbs-*
5 *Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

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

13 31. Defendant also argued that an important feature of PAGA is that the Court retains
14 discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do
15 otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab.
16 Code § 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th
17 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee
18 based upon discretionary factors). Defendant maintains, and continues to maintain, that it had and
19 continues to have, legally-compliant employment policies and practices throughout the relevant time
20 period. Even if, *arguendo*, such violations occurred, which Defendant denies, Defendant contended
21 that said violations would only be considered “initial violations” and thus heightened “subsequent
22 violation” penalties were not warranted. *See* Cal. Lab. Code § 2699(f)(2); *see also Amaral v. Cintas*
23 *Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is
24 violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing
25 underpayment of employees is a ‘violation’ subject to penalties.”). Defendant argued that they would
26 be able to show a lack of willfulness in the violations, such that the alleged California Labor Code
27 violations would not be considered “willful.” Defendant contended that, at best, even if a violation
28 giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with

1 initial violations would apply. As discussed above, Defendant denies and continue to deny that it ever
2 violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations
3 occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to
4 heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties
5 for the maximum number of possible, separate California Labor Code violations, because it would be
6 unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated
7 by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such,
8 Defendant contended that both cumulative penalties and heightened penalties would be unjust, arbitrary,
9 oppressive, and confiscatory.

10 32. Plaintiff’s Counsel was also aware of case law indicating that courts have attributed little
11 separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other
12 underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower
13 amounts of civil penalties against employers than are sought. *See e.g., Magadia v. Wal-Mart Assocs.*
14 (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code
15 § 2699(e)(2), “the Court has broad discretion to award PAGA penalties the Court sees fit” and reducing
16 the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone*
17 *Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7
18 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018)
19 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s
20 \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per
21 violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-
22 2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County
23 Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell*
24 *Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS
25 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*,
26 Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
27 *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133
28 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).

33. Unless otherwise specified, all citations and references to the PAGA statute contained herein are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024. It is worth noting that 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 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

34. While Plaintiff disagrees with Defendant's contentions and maintains that his PAGA claims have merit, in reaching the settlement, Plaintiff and his counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how these cases might have concluded as litigation continued, at trial, and/or upon appeal.

35. The Parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the Parties invested time reviewing

1 and analyzing the relevant information, documents, and data, and this information made it possible to
2 calculate the potential value of the PAGA claim (as discussed below). Accordingly, the Parties have
3 conducted sufficient investigation and review of data, documents, and information to be sufficiently
4 apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides
5 to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have also
6 considered the settlement negotiations and the recommendations of the mediator Todd A. Smith Esq.,
7 who is highly experienced in mediation complex labor and employment matters. The Parties have
8 agreed that these cases are well-suited for settlement given the legal issues relating to the PAGA claim,
9 as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement
10 takes into account the strengths and weaknesses of each side's position and the uncertainty of how these
11 cases might have concluded as litigation continued, at trial, and/or upon appeal.

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

13 36. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys'
14 fees in the amount of thirty five percent (35%) of the Total Settlement Amount, which is currently
15 estimated to be \$236,250.00 (if the escalator clause is not triggered). Pursuant to the contingency-fee
16 agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a
17 contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are
18 commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time,
19 effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that
20 Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the
21 litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other
22 cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

23 37. While not necessarily required to be demonstrated because a percentage fee is proper for
24 this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in
25 connection with prosecuting this matter such that the requested attorneys' fees award is also justified
26 under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **237.90 hours**
27 performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved
28 Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in

1 detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time
2 incurred in performing those services, and includes work done by several attorneys at the firm. Also,
3 separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support
4 personnel actively engaged in assisting with the prosecution of the case.

5 38. The work performed in this particular case, the background of Lawyers *for* Justice PC, as
6 well as the individual backgrounds, training, and experience of the attorneys who worked on this matter,
7 in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable
8 blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel.
9 Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least
10 \$850 per hour for legal services performed, by courts granting approval of wage and hour class action
11 and/or representative action settlements in other cases: final approval of the class and representative
12 action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No.
13 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate
14 of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al.*
15 *v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021,
16 and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and
17 representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case
18 No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate
19 of \$855.96.

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

21 39. The Settlement provides for reimbursement of up to \$20,000.00 for costs and expenses,
22 the final amount to be supported by evidence and determined at the time of court approval of the
23 Settlement. Plaintiff's Counsel seeks reimbursement of \$10,872.09 for litigation costs and expenses
24 incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" It should
25 be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not
26 receive any compensation until a recovery is obtained in this matter. These costs and expenses were
27 reasonable and necessary in the prosecution of this matter and to obtain the Settlement.
28

1 **GENERAL RELEASE AND SERVICE AWARD TO PLAINTIFF**

2 40. In exchange for his broader individual waiver and release of claims with a California
3 Civil Code Section 1542 waiver (set forth in Section 3 & 8 of the Settlement Agreement), and for
4 services on behalf of the Aggrieved Employees, the Settlement provides a Service Award to Plaintiff in
5 the amount of up to \$12,500.00. The Service Award is to be paid out of the Total Settlement Amount,
6 subject to approval by the Court. The Service Award is fair and appropriate. It is worth noting that
7 Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating
8 and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the
9 responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time
10 and effort discussing his employment with his counsel, gathering and producing relevant documents
11 and information, and providing the facts and evidence necessary to attempt to prove the allegations.
12 Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide
13 information that would facilitate the pursuit of the PAGA claim. Further, Plaintiff willingly came
14 forward to protect and advance the rights of the Aggrieved Employees on important legal disputes
15 affecting California employees. By way of example, Plaintiff assumed the serious risk of liability for
16 Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly
17 and voluntarily undertook the risk to vindicate the rights of the Aggrieved Employees. Additionally,
18 the LWDA has been a proponent of plaintiffs in PAGA representative actions receiving incentive
19 awards for their work in prosecuting PAGA lawsuits because PAGA representatives bear risks in
20 bringing such actions. Attached as "**EXHIBIT 5**" is a true and correct copy of a brief submitted by the
21 LWDA in advocating for the court awarding PAGA representatives with significant incentive
22 payments. Accordingly, it is appropriate and just for Plaintiff to receive an Incentive Award in
23 exchange for his general release and services as the PAGA representative.

24 41. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute,
25 is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate
26 given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses
27 of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.
28

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on April 23, 2025, at Glendale, California.

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4 **LAWYERS FOR JUSTICE, PC**

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7 Vartan Madoyan
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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 Andy Perez (“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 Curtiss-Wright Corporation (“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 September 2018 to approximately August 2019, and again from approximately January 2020 to approximately June 2020;

(b) On June 2, 2021 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), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-833883-21 (the “PAGA Notice”);

(c) On August 6, 2021, Plaintiff filed his 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 *Andy Perez v. Curtiss-Wright Corporation*, Alameda County Superior Court Case No. RG21109747 (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;

(d) On December 7, 2023, the Parties mediated the Action with Todd Smith, Esq. and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) 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).

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 Six Hundred Seventy-Five Thousand Dollars (\$675,000) (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 Two Hundred Thirty-Six Thousand Two Hundred Fifty Dollars (\$236,250) if the Total Settlement Amount remains \$675,000, and reimbursement of litigation costs and expenses in the amount of

up to Twenty-Thousand Dollars (\$20,000) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) A Service Award of up to the amount of Twelve Thousand Five Hundred Dollars (\$12,500) (“Service Award”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Seven Hundred Twenty-Five Dollars and Zero Cents_ (\$5,725.00) (“Settlement Administration Costs”) to Apex Class Action LLC (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 from June 2, 2020 through December 23, 2023 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 to consist of approximately 423 individuals who worked approximately 26,301 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 26,301 Pay Periods, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 28,931 Compensable Pay Periods. If the number of Compensable Pay Periods exceeds 28,931, Defendant reserves the right in its sole discretion to shorten the PAGA Release Period so that the total number of Pay Periods is 28,931 or less.

(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 above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Shannon Nakabayashi of Jackson Lewis P.C. ("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 and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, 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 fourteen (14) 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 June 2, 2020 through December 23, 2024 ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator. 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 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 seven (7) 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) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate 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 one hundred eighty (180) 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, and except as to the rights and obligations created by this Settlement Agreement, 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 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 PAGA letter, 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), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders (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, and except as to the rights and obligations created by this Settlement Agreement, 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 Todd Smith, Esq. 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: 04/15, 2025


Andy Jovan Perez (Apr 15, 2025 22:24 PDT)

Andy Perez
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

CURTISS-WRIGHT CORPORATION

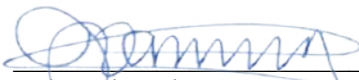
Date: _____, 2025

Name:
Title:

Approved as to form and content.

Date: April 22, 2025

LAWYERS *FOR* JUSTICE, PC



Arby Aiwarzian
Joanna Ghosh
Attorneys for Plaintiff Andy Perez

Date: April 16, 2025, 2025

JCL LAW FIRM



Jean Claude Lapuyade
Attorney for Plaintiff Andy Perez

Date: April 16, 2025, 2025

ZAKAY LAW GROUP



Shani O. Zakay
Attorney for Plaintiff Andy Perez

Date: _____, 2025

JACKSON LEWIS P.C.

Chelsea Whelan
Shannon Nakabayashi
Attorneys for Defendant Curtiss-Wright Corporation

EXHIBIT A

<<Mailing Date>>

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

Re: Settlement Payment from *Andy Perez v. Curtiss-Wright Corporation*, Alameda County Superior Court Case No. RG21109747

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 *Andy Perez v. Curtiss-Wright Corporation*, Alameda County Superior Court Case No. RG21109747 (“Action”).

The lawsuit was filed on August 6, 2021 by Andy Perez (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself 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 June 6, 2021, 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), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-833883-21 (the “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 Curtiss-Wright Corporation (“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 period June 2, 2020 through December 23, 2024 (“Aggrieved Employees”). The period June 2, 2020 through December 23, 2024 is the “PAGA Period”.

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 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, 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), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-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 Apex Class Action LLC at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE

June 2, 2021

BY ONLINE SUBMISSION

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

Re: CURTISS-WRIGHT CORPORATION

Dear Representative:

We have been retained to represent Andy Perez against Curtiss-Wright Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Curtiss-Wright") for violations of California wage-and-hour laws. Mr. Perez 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. Perez 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.

Curtiss-Wright employed Mr. Perez as an hourly-paid, non-exempt employee from approximately January 2020 to approximately June 2020, in the State of California.

The "aggrieved employees" that Mr. Perez 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.

Based on the following facts and theories, Curtiss-Wright 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, and 7-2001.

Curtiss-Wright 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. Such work included, but was not limited to, responding to work related inquiries.

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. Perez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Perez 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, Curtiss-Wright required Mr. Perez 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, Curtiss-Wright failed to pay Mr. Perez 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, Curtiss-Wright failed to pay Mr. Perez 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, Curtiss-Wright did not provide Mr. Perez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Curtiss-Wright 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. Perez 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. Perez 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. Perez 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. Perez 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. Perez 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, Curtiss-Wright failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Perez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Curtiss-Wright failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

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, Curtiss-Wright did not provide Mr. Perez 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, and 7-2001, 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, Curtiss-Wright failed to pay Mr. Perez 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. Perez 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, Curtiss-Wright failed to pay Mr. Perez and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Perez 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. Perez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Curtiss-Wright. These costs include, but are not limited to, the use of personal phones for business-related purposes.

Therefore, on behalf of all aggrieved employees, Mr. Perez 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.

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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,

A handwritten signature in dark ink, appearing to read 'Edwin Aiwanian', written in a cursive style.

Edwin Aiwanian, Esq.

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

Curtiss-Wright Corporation
c/o CT Corporation System
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Curtiss-Wright Corporation
c/o Lynn M. Bamford
President and CEO
130 Harbour Place Drive, Suite 300
Davidson, NC 28036

EXHIBIT 3

ANDY PEREZ V. CURTISS-WRIGHT CORPORATION
Alameda County Superior Court, Case No. RG21109747 (PAGA)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Andy Perez (“Plaintiff”) During the Case	14.50
Investigate, Communicate with, and/or Interview Aggrieved Employees and Percipient Witnesses	7.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Private Attorneys General Act, California Labor Code Section 2698, et seq. (“PAGA”) Claim, Conduct Legal Research and Analysis of the PAGA Claim, and Draft Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. (filed on August 6, 2021)	9.20
Review and Analyze Notice of Assignment of Judge for All Purposes (served on August 23, 2021)	0.10
Review and Analyze Notice of Case Management Conference and Order (served on August 24, 2021)	0.10
Draft Plaintiff’s Notice of Posting Jury Fees (filed on November 1, 2021)	0.10
Review and Analyze Case Management Order (served on November 5, 2021)	0.10
Draft Plaintiff’s Case Management Statement (filed on December 7, 2021)	0.90
Review and Analyze Defendant’s Case Management Statement (served on December 9, 2021)	0.30

Review and Analyze Defendant's Answer to Plaintiff's Complaint (served on December 22, 2021), and Research Affirmative Defenses in Defendant's Answer	1.40
Draft Plaintiff's Case Management Statement (filed on January 10, 2022)	0.70
Review and Analyze Dept 520 Trial Setting Order and Notice of Jury Trial, and Order Re: Jury Trial Setting Order (served on January 18, 2022)	0.50
Review and Analyze Court's Notice of Case Assignment (served on May 5, 2022)	0.10
Review and Analyze Case Management Order (served on February 14, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Mandatory Settlement Conference and Trial Dates; [Proposed] Order (filed on April 14, 2023)	1.30
Review and Analyze Order Granting Joint Stipulation to Continue Mandatory Settlement Conference and Trial Dates (issued on April 14, 2023)	0.10
Review and Analyze Defendant's Case Management Statement (served on April 17, 2023)	0.30
Review and Analyze Minute Order and Order Re: Case Management and Trial Setting (issued on April 17, 2023)	0.20
Draft Notice of Entry of Judgment or Order (filed on April 17, 2023)	0.10
Draft Plaintiff's Individual Statement Re: Status of Mediation Dates (filed on April 26, 2023)	0.50
Review and Analyze Tentative Ruling Re: Case Management Conference (issued on April 28, 2023)	0.10
Review and Analyze Order Re: Case Management Conference (issued on May 5, 2023)	0.10
Review and Analyze Notice of Case Reassignment (issued on December 12, 2023)	0.10

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on December 26, 2023)	0.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Vacate Case Management Conference, Pre-Trial Conference, Jury Trial, and All Related Deadlines; [Proposed] Order (filed on December 26, 2023)	0.80
Review and Analyze Order Granting Joint Stipulation to Vacate Case Management Conference, Pre-Trial Conference, Jury Trial, and All Related Deadlines (issued on January 3, 2024)	0.10
Review and Analyze Court's Notice of Compliance Hearing Re: Dismissal (served on January 3, 2024)	0.10
Draft Notice of Entry of Judgment or Order (filed on January 4, 2024)	0.10
Review and Analyze Notice of Case Rescheduling or Relocation (served on February 22, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Statement and Request to Continue Compliance Hearing (filed on April 25, 2024)	0.60
Review and Analyze Minute Order and Order Regarding Compliance Re: Dismissal (served on May 5, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Statement Re: Compliance Hearing (filed on August 1, 2024)	0.50
Review and Analyze Minute Order and Order Regarding Compliance Hearing Re: Dismissal (served on August 7, 2024)	0.10
Draft Notice of Association of Counsel (filed on August 19, 2024)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on October 30, 2024)	0.20

Review and Analyze Minute Order and Order Regarding Compliance Hearing Re: Dismissal (served on November 19, 2024)	0.10
Review and Analyze Notice of Case Rescheduling or Relocation (served on January 3, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order to Continue Filing Deadline for Plaintiff's Motion for PAGA Settlement Approval (filed on March 10, 2025)	0.20
Draft, Review, and/or Revise Plaintiff's Status Report and Proof of Service Re: Compliance Hearing (served on March 24, 2025)	0.20
Review and Analyze Minute Order and Order Regarding Compliance Hearing Re: Dismissal (issued on March 25, 2025)	0.10
Appearances	
Prepare for and Telephonically Attend Case Management Conference (May 5, 2023)	0.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Andy Perez (served on August 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 Plaintiff Andy Perez (served on September 23, 2020)	2.40
Draft Plaintiff'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 January 24, 2022)	4.10

Review and Analyze Defendant Curtiss-Wright Corporation's Objections and Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on April 15, 2022)	3.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Curtiss-Wright Corporation and Requests for Production of Documents (Organizational Structure; noticed for April 12, 2022) (served on April 24, 2022)	1.60
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Curtiss-Wright Corporation and Requests for Production of Documents (Wage and Hour Practices; noticed for April 13, 2022) (served on April 24, 2022)	2.10
Draft Plaintiff's Amended Notice of Deposition of Person Most Knowledgeable at Defendant Curtiss-Wright Corporation and Requests for Production of Documents (Wage and Hour Practices; noticed for March 31, 2023) (served on March 6, 2023)	0.90
Review and Analyze Defendant Curtiss-Wright Corporation's Objection to Plaintiff's Notice of Taking Deposition of Person(s) Most Knowledgeable and Request for Production of Documents (served on March 23, 2023)	1.10
Draft Plaintiff's Second Amended Notice of Deposition of Person Most Knowledgeable at Defendant Curtiss-Wright Corporation and Requests for Production of Documents (Wage and Hour Practices; noticed for May 26, 2023) (served on April 21, 2023)	1.10
Review and Analyze Thousands of Documents Produced by Defendant (served on April 11, 2022)	45.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Under the Private Attorneys General Act (served on June 1, 2021)	4.50

Draft Correspondence to, Meet and Confer with, and/or Respond to Correspondence from, Defendant's Counsel	16.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation	58.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, Performing Penalties Analysis and Calculations, and Preparing PowerPoint Presentation (submitted on December 5, 2023)	35.50
Attend Mediation Session (December 7, 2023; Zoom Video Conference)	7.50
Review and Analyze Mediator's Proposal and Engage in Further Discussion with Mediator	1.80
Draft, Review, Revise, Negotiate, and Finalize Joint Stipulation of PAGA Settlement Agreement and Release, and Cover Letter to Aggrieved Employees	2.10
Law and Motion	
Research and Draft, Review, and/or Revise Plaintiff's Motion for Approval of PAGA Settlement, Memorandum of Points and Authorities, Declaration of Vartan Madoyan in Support Thereof, and [Proposed] Order and Judgment	4.90
Total Hours:	237.90

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Perez v. Curtiss-Wright Corporation (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
8/28/2020	U.S. Postmaster	Postage	\$6.95
6/2/2021	U.S. Postmaster	Postage	\$14.32
6/2/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
8/6/2021	Legal Document Server, Inc.	Attorney Service	\$165.23
8/6/2021	Alameda Superior Court	Complaint Filing Fee	\$435.00
9/7/2021	ProLegal	Attorney Service	\$237.25
10/20/2021	One Legal	Attorney Service	\$20.54
11/3/2021	One Legal	Attorney Service	\$174.96
11/3/2021	Alameda Superior Court	Jury Fee	\$150.00
12/8/2021	Legal Document Server, Inc.	Attorney Service	\$18.95
1/10/2022	Legal Document Server, Inc.	Attorney Service	\$17.95
2/15/2023	General Logistics Systems US, Inc.	Courier Service	\$25.20
3/6/2023	General Logistics Systems US, Inc.	Courier Service	\$22.77
4/11/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
4/12/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
4/13/2023	Legal Document Server, Inc.	Attorney Service	\$23.07
4/13/2023	Alameda Superior Court	Stipulation Fee	\$60.00
4/17/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
4/26/2023	Legal Document Server, Inc.	Attorney Service	\$30.85
10/11/2023	Todd Smith, Esq.	Mediation Fee	\$9,000.00
11/10/2023	General Logistics Systems US, Inc.	Courier Service	\$92.76
12/27/2023	Legal Document Server, Inc.	Attorney Service	\$20.29
12/27/2023	Alameda Superior Court	Stipulation & Order Fee	\$20.00
1/8/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
4/26/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
8/1/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
8/19/2024	Legal Document Server, Inc.	Attorney Service	\$20.45
3/31/2025	Alameda Superior Court	Document Download Fee	\$3.00
Total:			\$10,872.09

EXHIBIT 5

1 **STATE OF CALIFORNIA**
2 Labor and Workforce Development Agency
3 Department of Industrial Relations
4 Division of Labor Standards Enforcement
5 MICHAEL L. SMITH (SBN 252726)
6 1515 Clay Street, Room 2206
7 Oakland, CA 94612
8 Telephone No. (510) 286-1340
9 Facsimile No. (510) 622-3258
10 mlsmith@dir.ca.gov
11 Attorney for the Labor Commissioner
12
13
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16
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19

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
11/30/2023
Clerk of the Court
BY: WILLIAM TRUPEK
Deputy Clerk

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN FRANCISCO**

11 JOHN DOE, PAOLA CORREA, and
12 DEWAYNE CASSEL, on behalf of the
13 State of California and aggrieved
14 employees,

15 Plaintiffs,

16 vs.

17 GOOGLE, INC., ALPHABET, INC.,
18 ADECCO USA INC., ADECCO GROUP
19 NORTH AMERICA and ROES 1 through
20 10,

21 Defendants.

Case No. CGC-16-556034

**COMMENTS OF LWDA REGARDING
PROPOSED PAGA SETTLEMENT**

Date: December 4, 2023

Time: 9:00 a.m.

Dept: 304 (COMPLEX)

Judge: Hon. Ethan P. Schulman

Date Action Filed: December 20, 2016

Trial Date: Not Set

*No filing fees, court costs, etc.,
per Labor Code §§101 and 101.5*

22 The California Labor and Workforce Development Agency ("LWDA") respectfully
23 submits these comments regarding the proposed settlement agreement in this action in response
24 to the Court's invitation in its order of October 31, 2023.
25
26
27
28

1 **I. IMPACT OF THE SETTLEMENT AND AMOUNT OF THE CIVIL PENALTY**

2 It is well established that PAGA serves to augment the limited enforcement capability of
3 the Labor and Workforce Development Agency by empowering employees to bring actions to
4 enforce California’s labor standards. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014)
5 59 Cal.4th 348, 383, *abrogated on other grounds by Viking River Cruises, Inc. v. Moriana*
6 (2022) 142 S.Ct. 1906.)

7
8 LWDA can confirm Plaintiffs’ statement that the \$27 million settlement in this action is
9 the largest PAGA-only settlement, and second largest civil penalty recovery, in a PAGA action
10 to date.¹ Thus, LWDA concurs with Plaintiffs that the settlement in this action constitutes one of
11 the most significant recoveries under PAGA. But the impact of this settlement goes beyond these
12 numbers.

13
14 The touchstone for the adequacy of a settlement must always be the purposes and policies
15 underlying California’s labor laws and PAGA, as a proxy for a state action. To that end, a PAGA
16 settlement must provide for relief that is genuine, meaningful, and consistent with the State’s
17 goal of benefitting the public through enforcement of its labor laws. A PAGA settlement that
18 deters noncompliance “augment[s] the state’s enforcement capabilities, encourage[es]
19 compliance with Labor Code provisions, and deter[s] noncompliance.” (*O’Connor v. Uber*
20 *Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1134-35 [internal citations omitted];
21 *Iskanian, supra*, 59 Cal.4th at 383 [“The PAGA was clearly established . . . to deter
22 violations.”].)

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¹ This search was based on information submitted by private attorneys into LWDA’s PAGA
27 filing portal, pursuant to PAGA’s statutory requirements to submit proposed settlements and
28 court order and judgements to LWDA. (Lab. Code § 2699(1)(2) & (3).) Errors may account for
some deviation in this data.

1 Overall, this settlement has achieved significant labor law enforcement in inducing
2 Google to change its policies which allegedly violated fundamental rights of employees to
3 converse about their compensation (Lab. Code § 232) and conditions of employment (§ 232.5)
4 and including a notice to employees of their rights under the allegedly violated statutes. These
5 provisions of law protect fundamental rights rooted in public policy that the State has a strong
6 interest in enforcing.
7

8 To our knowledge this is the first PAGA case which has obtained remedies of this nature,
9 which clearly further labor law enforcement. And undoubtedly, as Plaintiffs state, “knowledge of
10 this \$27,000,000 PAGA settlement against Google should serve to deter Alleged Speech
11 Restrictions by other employers.” (MPA at p.18.) The Court should give due consideration to the
12 fact that the settlement provides for the recovery of monetary penalties, as well as effectuates the
13 State’s interests through other affirmative relief.
14

15 **II. THE SETTLEMENT AGREEMENT HERE DOES NOT INCLUDE ANY**
16 **COMMON DEFICIENCIES THAT CONFLICT WITH THE PUBLIC**
17 **INTEREST.**

18 In evaluating the adequacy of settlements, court should evaluate whether the
19 the settlement is fair, adequate, and reasonable under all of the circumstances in light of the
20 public policies underlying California’s labor standards. The proposed settlement agreement does
21 not include any common terms that conflict with the public interest. First, it does not purport to
22 settle claims beyond those pleaded in the plaintiffs’ PAGA notices. (Cf. January 27, 2021 and
23 January 27, 2022 PAGA Notices & Settlement Agreement § 5.1 release limited to claims “based
24 on or reasonably related to the facts and claims alleged by Plaintiffs in the Action and Plaintiffs’
25 notice letters to the LWDA including, but not limited to claims under California Labor Code
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1 sections 96(k), 98.6, 232, 232.5, 432.5, 1101, 1102, 1102.5, and 1197.5(j)-(k)"). The PAGA
2 representatives release broader claims on behalf of themselves. (§ 5.2)

3 In addition, the proposed settlement agreement does not require ongoing confidentiality
4 by the plaintiffs now that the motion for approval has been filed. (See § 7.2.)

5 With regard to distribution to employees, the agreement does not require aggrieved
6 employees to make a claim to be entitled to payment, and there is no reversion to the employer
7 under any circumstances. (§ 4.9.)

8 In addition, according to the settling parties, there are no existing PAGA actions pursuing
9 the same claims that are being settled here. (§ 7.1.) Thus, there is no danger of a reverse auction
10 scenario which might incentivize plaintiffs to accept a lower settlement value in conflict with
11 LWDA's interest in enforcement.
12

13 Finally, as noted above, the settlement includes a notice to employees regarding their
14 rights which were at issue in this action, including the rights to discuss wages and working
15 conditions and to engage in political conduct. (§ 1.22, Ex. A)
16

17 **III. INCENTIVE PAYMENTS TO PAGA PLAINTIFFS**

18 "The rationale for making enhancement or incentive awards to named plaintiffs is that
19 they should be compensated for the expense or risk they have incurred in conferring a benefit on
20 other members of the class." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380,
21 1394, quoting *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 791.) In
22 the class action context, courts have held that an incentive award is appropriate "if it is necessary
23 to induce an individual to participate in the suit." (*Clark*, 175 Cal.App.4th at p. 804.)
24

25 Although the express statutory terms of PAGA do not address incentive awards, the
26 reasons for awarding incentive awards in class actions may similarly be present in PAGA
27
28

1 litigation. “Incentive awards are commonly awarded in the context of class action settlements,
2 which bear many similarities to settlements in PAGA cases.” (*Smith v. Homeguard, Inc.* (Cal.
3 Super. Oct. 28, 2020), No. 18CV333804, 2020 WL 6749810, at *2.) Indeed, “[m]any if not most
4 PAGA settlements include an ‘incentive award’ paid to the named representative.” (See *Carillo*
5 *v. Blusky Restoration Contractors LLC* (Cal.Super. June 29, 2022), No. CIVSB2105793, 2022
6 WL 18406637, at *1 (recognizing incentive awards in PAGA settlements).)²

8 “The Legislature’s sole purpose in enacting PAGA was ‘to augment the limited
9 enforcement capability of the [LWDA] by empowering employees to enforce the Labor Code as
10 representatives of the Agency.’ [citation].” (*Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th
11 1104, 1122.) At least one court has recognized that providing financial incentives to employees
12 to serve as a PAGA plaintiff in actions that will recover civil penalties for Labor Code violations
13 is consistent with PAGA’s purpose. (See *Galindo*, 2021 WL 9880030, at *1 (incentive awards to
14 PAGA plaintiffs further the enforcement goal of the statute).)

16 Criteria courts may consider in determining whether to make an incentive award include:
17 1) the risk to the representative in commencing suit, both financial and otherwise; 2) the
18 notoriety and personal difficulties encountered by the representative; 3) the amount of time and
19 effort spent by the representative; 4) the duration of the litigation and; 5) the personal benefit (or
20 lack thereof) enjoyed by the representative as a result of the litigation. (*Ibid.*) (*Cellphone*
21 *Termination Fee Cases*, *supra*, 186 Cal.App.4th 1380, 1394-1395.) Given the similar roles of
22 plaintiffs in class and PAGA actions, these criteria are a logical starting point for evaluating
23 incentive awards in PAGA actions.
24

26 ² See also *Galindo v. 20/20 Plumbing and Heating, Inc.*, (Cal.Super. Oct. 24, 2021) No. CIVSB-
27 2118276, 2021 WL 9880030, at *1 (\$5000 incentive award to PAGA representative); *Tallon v.*
28 *Aluma Systems Concrete Const., LLC* (Cal.Super. Oct. 28, 2022) No. CIVDS2012039, 2022 WL
17224382, at *1 (court approval of \$2500 incentive award to PAGA plaintiff).)

1 Because the aggrieved employee bears some risk in commencing the suit, both financial
2 and otherwise, and must expend time and resources in pursuit of the litigation, incentive awards
3 may be appropriate in PAGA actions. In addition, the share of money that goes to employees
4 from a PAGA settlement is only a one-fourth share of the total civil penalty amount, divided
5 among all aggrieved employees.³ Thus, in this respect, the need for a representative plaintiff in a
6 PAGA action is at least as great as in the class context.
7

8 **IV. CONCLUSION**

9 Given the size and terms of the settlement and the strong advocacy of counsel over
10 several years, LWDA submits that the settlement meets the criteria for approval. LWDA thanks
11 the Court for the opportunity to submit the foregoing comments.
12

13 Dated: November 27, 2023 STATE OF CALIFORNIA
14 LABOR & WORKFORCE DEVELOPMENT AGENCY
15 DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT

16 By: 
17 Michael L. Smith, Attorney
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26 ³ In addition, PAGA-only settlements can no longer include a component of restitution for
27 employees. See *ZB, N.A., and Zions Bancorporation v. Superior Court of San Diego County*
28 (2019) 8 Cal.5th 175 (“*Lawson*”) (civil penalties in PAGA action can no longer include “an
amount sufficient to recover underpaid wages” under Lab. C. § 558).