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Attorneys for Plaintiff ANDY PEREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

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

Plaintiffs,

vs.

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

Defendants

Case No: RG21109747

**[PROPOSED] ORDER GRANTING
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: September 19, 2025

Time: 9:30 a.m.

Reservation ID: 095930799663

Judge: Hon. Victoria Kolakowski
Dept.: 16

1 Plaintiff Andy Perez (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
2 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
3 Labor Code § 2699(s), against Defendant Curtiss-Wright Corporation. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorney general with respect to the PAGA claims
6 being released under the terms of the Private Attorneys General Act Settlement Agreement and
7 Release (“Settlement Agreement”). The California Labor Workforce Development Agency
8 (“LWDA”) was provided with notice of the settlement and the motion for approval of the settlement
9 via its online process and no objection has been received to the settlement or the motion from the
10 LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the Gross
11 Settlement Amount to be paid as part of the settlement as set forth in the Settlement Agreement,
12 which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides for a Gross
13 Settlement Amount in the total sum of \$675,000.00, which includes the Net Settlement Amount,
14 attorneys’ fees in the amount of \$236,250.00 and reimbursed litigation expenses in the amount of
15 \$11,015.45, Service Award of \$12,500 for Plaintiff, and a Claims Administration Costs estimated
16 in the amount of \$5,725. The Net Settlement Amount is the amount remaining from the Gross
17 Settlement Amount after the deduction of the Claims Administration Costs, Attorneys’ Fees,
18 Litigation Expenses, and the Service Award. The Administrator will be Apex Class Action LLC.
19 The sum of any settlement checks not cashed within 180 days, or the extended deadline as provided
20 in the Settlement Agreement, will be transmitted to the State Controller’s Unclaimed Property Fund
21 in the name of the Aggrieved Employees who did not cash their checks. The Court approved the
22 Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

23 The Court, having reviewed the evidence and papers submitted and argument of counsel,
24 pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties’ motion and approves the
25 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
26 which shall be allocated and paid out as set forth in the Settlement Agreement.

27 The “Aggrieved Employees” are defined as all current and former hourly-paid or non-
28 exempt employees who worked for Defendant in the State of California during the Period from June

2, 2020, through December 23, 2023 (“PAGA Period”). Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant, Defendant and 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 Parties”) shall be entitled to a release from the State of California, the LWDA, and Plaintiff as to the following claims: 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. (“Released Claims”).

Neither the Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from this action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith

1 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
2 similar defense or counterclaim.

3 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
4 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
5 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
6 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
7 the distribution of settlement benefits.

8 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

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11 DATED: _____, 2025
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14 _____
15 THE HONORABLE VICTORIA KOLAKOWSKI
16 JUDGE OF THE SUPERIOR COURT
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