BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858)551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

HAIG B. KAZANDJIAN LAWYERS APC
Haig B. Kazandjian, Esq., (State Bar #278622)
Cathy Gonzalez, Esq., (State Bar #310625)
Melissa Robinson, Esq., (State Bar #336951)
801 North Brand Blvd. Suite 1015
Glendale, California 91203
Telephone: 818.696.2306
Facsimile: 818.696.2307
Email: haig@hbklawyers.com; cathy@hbklawyers.com; melissa@hbklawyers.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

IVAN ROBLEDO, RYAN LEEMAN, ROBERT AUGUSTO, ISRAEL ALVARADO, and STEPHANIE DVORAK, individually and on behalf of all persons similarly situated,

Plaintiffs,

vs.

ROCKWELL COLLINS OPTRONICS, INC.; ROCKWELL COLLINS, INC. (individually and as successor in interest to UNIVERSAL PROPULSION COMPANY, INC.); B/E AEROSPACE, INC.; ADVANCED THERMAL SCIENCES CORPORATION; AERONAUTICAL RADIO, INC.; ARINC, INCORPORATED; RAYTHEON (CA) TECHNOLOGIES INC.; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24STCV03366**

DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Hearing Date: December 9, 2026
Hearing Time: 10:00 a.m.

Judge: Hon. Timothy Patrick Dillon
Dept: SS-15

Date Filed: February 7, 2024
Trial Date: Not set

I, Kyle Nordrehaug, declare as follows:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel for Plaintiffs Stephanie Dvorak, Israel Alvarado, Ivan Robledo, Ryan Leeman and Robert Augusto ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is being submitted in support of Plaintiffs' unopposed motion for preliminary approval of the proposed class action settlement with Defendants Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc. since January 1, 2022), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated, Raytheon (CA) Technologies, Inc. (erroneously sued as Raytheon Technologies Corporation) ("Defendants") which seeks entry of an order: (1) 1) preliminarily approving the proposed settlement of this class action with Defendants; (2) for settlement purposes only, conditionally certifying the Class, which is comprised of "all individuals who are or previously were employed by Defendants in California, and classified as a non-exempt employee at any time during the Class Release Period", which is October 20, 2018 through July 22, 2026; (3) provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP and Haig B. Kazandjian Lawyers, APC as Class Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing ILYM Group, Inc. as the Settlement Administrator, and (8) scheduling a final approval hearing date that is 120 days from preliminary approval, to consider Plaintiffs' motion for final approval of the settlement and for approval of attorneys' fees, expenses and service awards. Plaintiffs and Defendants (collectively the "Parties") have reached a full and final settlement of the above-captioned action, which is embodied in the Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Settlement Agreement"). A true and correct copy of the signed Settlement Agreement is attached hereto as Exhibit #1. This Declaration incorporates by reference

the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

Fairness of Settlement

3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount of Five Million Two Hundred Fifty Thousand Dollars ($5,250,000.00) (the "Gross Settlement Amount") is to be paid by Defendants, as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the payments to Settlement Class Members from the Net Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys' fees and costs, (c) service awards to the Plaintiffs, and (d) the PAGA Payment allocated 75% to the LWDA and 25% to the PAGA Group Members. (Settlement Agreement at ¶ 66.) The following is a table of the key financial terms of the Settlement and the proposed deductions:

$5,250,000 (Gross Settlement Amount)

- $150,000 (the five (5) Plaintiffs' proposed service awards - not to exceed amount)
- $60,000 (Attorneys' Fees Award - not to exceed amount)
- $1,750,000 (Attorneys' Expenses Award - not to exceed 1/3 of settlement)
- $105,000 (PAGA Payment - 75% to LWDA / 25% to PAGA Group Members)
- $15,895 (Administrative Costs - not to exceed amount)

$3,169,105 (Net Settlement Amount)

4. The relief provided in the Settlement will benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way. Payments to the Class Members are all determined under a neutral methodology. Each Settlement Class Member will receive the same opportunity to participate in and receive payment through a neutral formula that is based upon the weeks worked by that individual.

5. On January 22, 2026, the Parties participated in an all-day mediation session

presided over by Daniel Turner, Esq., a respected and experienced mediator of wage and hour class actions. In preparation for the mediation, Defendants provided Class Counsel with timekeeping and employment data and other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement terms were negotiated and set forth in the Agreement now presented for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

6. **Maximum Valuation and Discounted Valuation.** Based upon 1,269 Class Members who are estimated to have worked 145,270 workweeks, the Gross Settlement Amount provides an average value of $4,137 per Class Member and $36 per workweek and after deductions, the Net Settlement Amount provides an average recovery of $2,497.25 per Class Member and a recovery of $21.81 per workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used this expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be $1,016.145 for the alleged unpaid wages due to off-the-clock work at 10 minutes per week, $196,953 for the alleged underpaid overtime due to the alleged miscalculation of the regular rate, $623,831 for the alleged underpaid sick pay and vacation pay due to the alleged miscalculation of the regular rate, $5,838,238 for alleged meal period damages based upon a 34% potential violation rate for shifts observed in the time records, and $5,838,238 for alleged rest period damages based upon the same 34% potential violation rate observed for meal breaks, $199,660 for alleged unreimbursed business expenses for personal cell phone usage at $5 per month. As a result, the total damage valuation was calculated that Defendants were subject to a maximum damage claim in the amount of $13,713,065. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of $5,847,634, and potential

maximum wage statement penalties were $3,816,000.[1] Defendants vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of $5,250,000 represents more than 38% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.[2] Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendants, this settlement is fair and reasonable. Specific details as to the calculation and valuation of the claims for purposes of mediation and the negotiation of the Settlement are as follows:

A. Payroll and Timekeeping Data. Defendants are multinational corporations that provides avionics and information technology systems and services to government agencies and aircraft manufacturers. Plaintiffs received and Plaintiffs' expert analyzed payroll data for the class covering 1,294 employees and 102,163 pay periods during the time period of 10/21/2018 - 11/16/2025, and time punch data for the class covering 681 employees, 267,691 shifts worked and 61,967 workweeks during the time period of 10/20/2018 - 11/21/2025, which was then extrapolated to the entire Class at

[1] While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendants' position that Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether and when the wages were due.").

[2] Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

the time of mediation. Based on the data received, the average rate of pay for the Class used in the class-wide valuation calculations was $28.11.

B. **Alleged Off-The-Clock Work**. The off-the-clock claim is based on allegations that Defendants knew or should have known the Class Members worked off the clock due to clock-in delays and post-shift activities such as finishing work and answering inquiries during lunch. As a result, they were alleged to have been systematically subjected to this alleged uncompensated work time. Off-the-clock damages assume employees were not paid 1 hour per workweek. Unpaid off-the-clock time based on 10 minutes per week sums up to 24,957 total unpaid OTC hours. 88% of these hours are assumed overtime. Unpaid OTC wages are calculated as the sum of unpaid regular OTC wages (at hourly rate) and unpaid overtime OTC wages (at 1.5x hourly rate). As a result, the maximum value of the claim for unpaid wages due to alleged off-the-clock work was $1,016.145. In light of the Defendants' policies requiring work time to be properly recorded by the employee and that many employees worked remotely, Plaintiffs believe that class certification for this claim is uncertain and off-the-clock claims are difficult to on a class-wide basis for liability and recovery given the lack of documentation and the potential for individual variances as to time and experience, not to mention Defendants' position that this work time is in fact recorded. Plaintiffs discounted this maximum valuation for this claim by 30% for the risk of certification and 30% for the risks of class-wide liability, resulting in a discounted value of $91,453.

C, **Alleged Underpayment of Overtime Wages.** Plaintiff alleges that when paying overtime, the Defendant incorrectly calculated the regular rate used for these wages. Plaintiff alleged that additional remunerations were not included in the regular rate. 60% of employees and 8.6% of pay periods have these alleged overtime underpayments. The damages are calculated as the

differences between the overtime earnings, assuming these earnings were paid properly at the regular rate including all remunerations above, and the actual payouts. The alleged unpaid wages from the miscalculation of the regular rate applicable to overtime was calculated to total $196,953. Plaintiff believes this was a clear basis for liability as a matter of pure math, however, the damages for the Class are low. Plaintiff maintains that there is a high degree this claim would be certified and a high degree that liability could be establish on a class-wide basis. As a result, Plaintiffs applied only a 75% risk ratio, resulting in a discounted value of $147,715.

D, Alleged Underpayment of Sick Pay and Vacation Pay. Plaintiff alleges that when paying sick pay and vacation pay, the Defendants incorrectly calculated the regular rate used for these wages. Plaintiff alleged that additional remunerations were not included in the regular rate. 28% of employees and 2.4% of pay periods have sick pay and additional remunerations earned. 3.3% of employees and 0.04% of pay periods had vacation pay of additional remunerations earned. The damages are calculated as the differences between the sick pay and vacation pay earnings, assuming these earnings were paid properly at the regular rate including all remunerations above, and the actual payouts. The alleged unpaid wages from the miscalculation of the regular rate applicable to sick pay was calculated to total $623,831. Plaintiff believes this was a good basis for liability as a matter of pure math, however, the recovery of damages for the Class are difficult and uncertain given that there is not a clear established private cause of action to recover sick pay wages, particularly for current employees. Plaintiff maintains that there is a high degree this claim would be certified and a medium degree that liability could be establish on a class-wide basis. As a result, Plaintiffs did not really discount this claim for the risk of

certification, but discounted the claim by 50% for the risk of a class wide recovery, resulting in a discounted value of $311,915.

E. **Meal Period Violations**. The meal period claim is based upon the analysis of time punch records. The time punch records observed were used to calculate a meal break violation rate with waiver of 34% of shifts greater than 6 hours (213,630 unique possible violations out of 517,642 shifts greater than 6 hours). The 123,065 unique meal break violations include at least one of the following: 1) recorded 1st meal break after the end of the 5th hour for shifts over 6 hours, 2) 1st meal break less than 30 minutes for shifts over 6 hours, 3) no 1st meal break for shifts over 6 hours, or 4) no 2nd meal break for shifts over 12 hours. The damages for a missed period is one hour of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages for alleged meal period violations using the 34% potential violation rate, and after deduction of the meal premiums paid by Defendant, were therefore calculated to be $5,838,238. The meal period claim presents a medium likelihood of class certification, and a medium likelihood that class-wide recovery could be obtained at trial. Plaintiff discounted this maximum valuation for this claim by 30% for the risk of certification and 50% for the risks of class-wide liability, resulting in a discounted value of $875,736.

F**.** **Alleged Rest Period Violations**. The rest period claim is difficult to calculate because California law does not require rest periods to be recorded. For this claim, Plaintiffs used the same 34% violation assumption observed for meal breaks based upon the fact that the circumstances resulting in the meal period violation could likewise result in a similar failure to provide off duty rest periods. This likely overstates the rest period claim value as there were likely some times a rest period was taken by Class Members even where a meal period was missed given the rest periods are easier to take. The damages for a missed period is one hour of pay under Labor Code §§266.7

and 512. As a result, the maximum potential damages for alleged rest period violations using this 34% violation rate were estimated to be $3,838,238. The rest period claim presents a low likelihood of class certification and a low likelihood that class-wide recovery could be obtained at trial. Plaintiff discounted this maximum valuation for this claim by 30% for the risk of certification and by 30% for the risks of class-wide liability, resulting in a discounted value of $525,442.

G. **Alleged Business Expenses Reimbursement**. The expense reimbursement claim was based upon the personal cell phone usage for work purposes, such as calls with management and providing work updates. The value of this claim used was $5 per month to calculate that the maximum potential damages for the alleged failure to reimburse business expenses were $199,660. Plaintiffs believes that there is a high likelihood of class certification for this claim, and medium likelihood of class-wide liability. Defendants contended that any personal cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. This defense could result in a denial of a denial of liability on this claim. Plaintiffs did not discount this claim for the risk of certification, but discounted the claim by 50% for the risks of class-wide liability and recovery, resulting in a discounted value of $99,830.

H. **Alleged Waiting Time Penalties**. Waiting Time Penalties are calculated for 763 terminated employees x 30 days x 8.7 hours per day. As such, the maximum value of the potential waiting time penalties were calculated to be $5,847,634. This claim is entirely derivative of the unpaid wage claim above, and therefore suffers from the same risks, plus Defendant maintains additional defenses of a good faith defense specific to this claim. The recent decision that good faith belief dispute as to wages owed by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could

completely negate this claim even if wages were owed to the class. In light of the state of the law, and the Defendant's defenses not only to the predicate claims and certification, but also as to a good faith defense to the wage statement claim resulting in an additional risk discount by 25%, Plaintiff discounted ths claim significantly to $131,572.

I. Alleged Wage Statement Penalties. Wage Statement Penalties are calculated at $50 for the initial violation and $100 for each subsequent violation with a max of $4,000 per employee (assumes 100% violation). The Wage Statement claim is predicated and is derivative of the above claims, so the maximum valuation assumed there was a violation in every pay period within the applicable one-year statute of limitation. The maximum value of the potential wage statement penalties were therefore calculated to be $3,816,000. This claim is entirely derivative of the unpaid wage claims above, and therefore suffers from the same risks, plus Defendant maintains additional defenses of a lack of knowing and willful conduct specific to this claim. The recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this claim even if wages were owed to the class. In light of the state of the law, and the Defendant's defenses not only to the predicate claims but also as to a good faith defense to the wage statement claim, Plaintiff discounted ths claim significantly to $85,860.

J. Total Discounted Valuation. Based upon the above discounted valuations for each of the above class claims, the total discounted valuation for all class claims would be $2,269,523, which compares favorably to the Gross Settlement Amount in this Settlement.

K. Alleged PAGA Claim. The PAGA Claim is not a class claim and the PAGA penalties are paid primarily (75%) to the State of California, and do not compensate for or release the individual claims of the employees. As such,

the PAGA Claim is not included in this valuation, however, the PAGA claim is addressed separately below at paragraph 33.

Procedural History of the Litigation

7. This settlement involves the resolution of the Actions, which consist of the the following nine (9) actions: (1) *Stephanie Dvorak and Israel Alvarado, et al. v. Rockwell Collins, Inc.*, San Diego County Superior Court Case No. 37-2019-00064397-CU-OE-CTL ("*Dvorak/Alvarado* PAGA Action"); (2) *Stephanie Dvorak v. Rockwell Collins, Inc.*, American Arbitration Association Case No. 01-23-0002-2674 ("*Dvorak* Arbitration"); (3) *Israel Alvarado, et al. v. Rockwell Collins, Inc., Aeronautical Radio, Inc., Raytheon Technologies Corporation*, United States District Court for the Central District of California Case No. 2:23-cv-00400-JFW-JC ("*Alvarado* UCL Action"); (4) *Israel Alvarado v. Rockwell Collins, Inc.*, American Arbitration Association Case No. 01-23-0002-2866 ("*Alvarado* Arbitration"); (5) *Ivan Robledo, et al. v. Rockwell Collins Optronics, Inc.*, Los Angeles County Superior Court Case No. 23SMCV04944 ("*Robledo* PAGA Action"); (6) *Ivan Robledo, et al. v. Rockwell Collins Optronics, Inc.*, Los Angeles County Superior Court Case No. 24STCV03366 ("*Robledo* Class Action"); (7) *Ryan Leeman, et al. v. Rockwell Collins, Inc.*, Los Angeles County Superior Court Case No. 23SMCV04978 ("*Leeman* PAGA Action"); (8) *Ryan Leeman, et al. v. Rockwell Collins, Inc.*, United States District Court for the Central District of California, Case No. 2:24-cv-4047 ("*Leeman* Class Action"); and, (9) *Robert Augusto v. Rockwell Collins, Inc.*, United States District Court for the Eastern District of California Case No. 2:25-cv-03714-CKD ("*Augusto* Action").

A. Plaintiff Stephanie Dvorak - On August 9, 2019, Plaintiff Dvorak filed with the LWDA and served on Defendant Rockwell Collins, Inc. a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of PAGA Group Members for various Labor Code violations. The PAGA Notice specifically alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and violation of the applicable Wage Order(s). On November 12, 2021, Plaintiff Dvorak submitted a first amended PAGA notice to add Plaintiff Israel Alvarado. On

October 3, 2023 Plaintiff Dvorak and Plaintiff Alvarado filed a second amended PAGA notice with the LWDA alleging Labor Code violations for : (1) rounding, (2) miscalculation of the regular with respect to meal and rest period premiums, (3) unlawful deductions, (4) untimely payment of wages within seven (7) days of the close of the pay period pursuant to Labor Code section 204(d), (5) failure to provide suitable seating, (6) on-site rest periods, and (7) failure to pay all final wages due to undercalculation of sick pay and meal and rest period premiums. These PAGA Notices are attached hereto as Exhibit #3 for the Court's reference and also included a copy of the draft complaint with the PAGA Notice. On December 4, 2019, Plaintiff Dvorak filed a PAGA action in San Diego County Superior Court against Defendant Rockwell Collins, Inc. On April 7, 2022, Dvorak added Plaintiff Alvarado as a named plaintiff to her PAGA representative action ("*Dvorak/Alvarado* PAGA Action"). On February 21, 2023, the court compelled Plaintiff Dvorak's and Plaintiff Alvarado's individual PAGA claims to arbitration and stayed their representative PAGA claims. ("*Dvorak* Arbitration" and "*Alvarado* Arbitration"). On October 3, 2023 Plaintiff Dvorak and Plaintiff Alvarado filed a second amended PAGA notice with the LWDA alleging Labor Code violations for : (1) rounding, (2) miscalculation of the regular with respect to meal and rest period premiums, (3) unlawful deductions, (4) untimely payment of wages within seven (7) days of the close of the pay period pursuant to Labor Code section 204(d), (5) failure to provide suitable seating, (6) on-site rest periods, and (7) failure to pay all final wages due to undercalculation of sick pay and meal and rest period premiums.

B. Plaintiff Israel Alvarado - Plaintiff Alvarado filed a putative class action complaint on October 20, 2022, in Los Angeles County Superior Court against Rockwell Collins, Inc., Aeronautical Radio, Inc., Raytheon (CA) Technologies, Inc., and ARINC, Incorporated, asserting a single cause of action under the UCL based on the same wage and reimbursement theories at issue in the Dvorak/Alvarado PAGA Action. ("*Alvarado* UCL Action") The defendants in the Alvarado UCL Action removed it to the United States District Court for the Central District of California on January 18, 2023. On June 7, 2023, the district court stayed the Alvarado UCL Action pending resolution of the related *Dvorak/Alvarado* PAGA action and the *Dvorak* Arbitration and *Alvarado* Arbitration.

C. Plaintiff Ivan Robledo - Ivan Robledo submitted a PAGA notice to the LWDA on July 27, 2023, against Rockwell Collins Optronics, Inc. He then filed a representative PAGA action ("*Robledo* PAGA Action") in Los Angeles County Superior Court on October 19, 2023, followed by a putative class action ("*Robledo* Class Action") on February 7, 2024. Collectively, the Robledo PAGA Action and the *Robledo* Class Action allege: (1) failure to pay all overtime wages, (2) failure to pay minimum/straight time wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to reimburse necessary expenses, (6) failure to pay reporting time pay, (7) failure to pay split shift premiums, (8) failure to pay sick pay, (9) failure to provide notice of sick leave, (10) failure to timely pay wages during employment, (11) failure to pay all final wages when due, (12) failure to issue accurate wage statements, (13) failure to maintain accurate records, and (14) failure to respond to records requests. Rockwell Collins Optronics, Inc. obtained a stay of the *Robledo* PAGA Action pending resolution of the *Dvorak* and *Alvarado* PAGA litigation. The parties also stipulated to stay the *Robledo* Class Action based on the earlier-filed *Dvorak/Alvarado* PAGA Action and the *Alvarado* UCL action.

D. Plaintiff Ryan Leeman - On August 9, 2023, Plaintiff Leeman filed a PAGA notice with the LWDA alleging Rockwell Collins, Inc.'s: (1) failure to provide requested records, (2) failure to pay overtime and double time wages, (3) failure to provide meal and rest periods, (4) failure to pay minimum wages, (5) failure to keep accurate payroll records and provide accurate itemized wage statements, (6) failure to pay reporting time pay, (7) failure to pay split shift premiums, (8) failure to timely pay wages during employment, (9) failure to pay all final wages when due, and (10) failure to provide notice of sick pay and accrual thereof. Plaintiff Leeman filed a PAGA action ("*Leeman* PAGA Action") in Los Angeles County Superior Court on October 19, 2023, which was stayed as a result of the litigation underlying Santos Settlement. On February 16, 2024, Plaintiff Leeman filed a class action ("*Leeman* Class Action") alleging the same claims against Rockwell Collins, Inc. as the Leeman PAGA Action in addition to violation of the UCL. Rockwell Collins, Inc. removed the *Leeman* Class Action to the United States District Court for the Central District of California on May 15, 2024. The court in the *Leeman* Class Action stayed it pending the outcome of the underlying litigation preceding in the Santos Settlement.

E. Plaintiff Robert Augusto - On July 20, 2023, Plaintiff filed a PAGA notice with the LWDA alleging Rockwell Collins, Inc.'s: (1) failure to provide records requested, (2) failure to pay overtime and double time wages, (3) failure to provide meal and rest periods, (4) failure to pay minimum wages, (5) failure to keep accurate payroll records and provide accurate itemized wage statements, (6) failure to pay reporting time pay, (7) failure to pay split shift premiums, (8) failure to timely pay wages during employment, (9) failure to pay all final wages when due, and (10) failure to provide notice of sick pay and accrual thereof. On September 17, 2025 Plaintiff Augusto filed an action in Solano County Superior Court against Rockwell Collins, Inc. alleging the same claims he raised in his PAGA notice as well as: (1) disability discrimination, (2) failure to provide reasonable accommodation, (3) failure to engage in the interactive process in good faith, (4) retaliation, (5) failure to prevent retaliation and discrimination, (6) wrongful termination in violation of public policy and (7) violation of the UCL. ("*Augusto* Action") On December 23, 2025 Rockwell Collins, Inc. removed the *Augusto* Action to United States District Court for the Eastern District of California.

8. Operative PAGA Notices - The Operative Amended PAGA Notices means the Operative Amended PAGA Notices to be filed by Plaintiffs with the LWDA after execution of the Settlement Agreement and prior to filing the Preliminary Approval Motion to ensure the release of all PAGA Claims against all Released Parties. The Operative Amended PAGA Notices are attached as Exhibit #1 to the Settlement Agreement and will be filed exactly as attached.

9. Operative Complaint - The "Operative Complaint" means the First Amended Class and Representative Action Complaint that Plaintiffs filed in the *Robledo* Class Action, that adds to it the claims and parties from the *Dvorak/Alvarado* PAGA Action, the *Alvarado* UCL Action, the *Alvarado* Arbitration, the *Dvorak* Arbitration, the *Robledo* PAGA Action, the *Leeman* PAGA Action, the *Leeman* Class Action and the *Augusto* Action, in order to seek approval of this Settlement Agreement to release the Class Claims and PAGA Claims as set forth in the Settlement Agreement.

10. Over the course of litigation, the Parties engaged in the investigation of the claims,

including formal and informal discovery, depositions, and the production of hundreds of pages of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data for the class covering 1,294 employees and 102,163 pay periods, and time punch data for the class covering 681 employees, 267,691 shifts worked and 61,967 workweeks; (3) Defendants' wage and hour policies; (4) the employment file for the Plaintiffs; and, (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

11. Class Counsel has extensive experience in litigating wage and hour class actions in California. The Parties have intelligently litigated the Actions since inception. During the course of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have engaged in significant research and investigation in connection with the Actions. Plaintiffs obtained forma and informal discovery and the production of relevant documents and data from the Defendants. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Actions and utilized an expert to perform an analysis of the data and valuation of the claims.

12. Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and information in connection with the Action. On January 22, 2026, the Parties participated in an all-day mediation presided over by Daniel Turner, a respected mediator of wage and hour representative and class actions. This mediation took place only after the Parties informally exchanged extensive information, documents, and data. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator's proposal which was memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth in the Settlement Agreement. At all times, the negotiations were arm's length and contentious.

13. Although a settlement has been reached, Defendants deny any liability or

wrongdoing of any kind associated with the claims alleged in the Actions and further denies that, for any purpose other than settlement, the Actions are appropriate for class and/or representative treatment. Defendants contend, among other things, that they have complied at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendants contend that class certification is inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further contend that the Actions are appropriate for class certification on the basis that the claims meet the requisites for class certification. Without admitting that class certification is proper, Defendants have stipulated that the above Class may be certified for settlement purposes only. (Settlement Agreement at ¶ 88). The Parties agree that certification for settlement purposes is not an admission that class certification is proper. Further, the Settlement Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class are satisfied.

14. Class Counsel has conducted an investigation into the facts of the class action. Both formal and informal discovery was obtained, which included depositions and the the production of hundreds of pages of documents and data. Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. In addition, Class Counsel previously negotiated settlements with other employers in actions involving nearly identical issues and analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential appellate issues.

Settlement Terms and Plan of Allocation

15. The Gross Settlement Amount is Five Million Two Hundred Fifty Thousand Dollars ($5,250,000). (Agreement at ¶ 66.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Member Payments to the Settlement Class Members; (2) Attorneys' Fees Award; (3) Attorneys' Expenses Award; (4) Enhancement Awards; (5) Administrative Costs; and (6) the PAGA Payment (allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments). (Settlement Agreement at ¶ 66.) The Gross Settlement Amount does not include Defendants' share of payroll taxes. (Settlement Agreement at ¶ 66.) The Gross Settlement Amount shall be all-in with no reversion to Defendants. (Settlement Agreement at ¶ 66.)

16. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 14 days after the Effective Date. (Settlement Agreement at ¶ 101.) The distribution of Individual Class Member Payments to Settlement Class Members will be made within 14 days after Defendants fund the Gross Settlement Amount. (Settlement Agreement at ¶ 5.1.)

17. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for the Court-approved Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, Administrative Costs, and PAGA Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Member Payments. (Settlement Agreement at ¶¶ 71 and 72.) The Settlement Administrator will calculate each Individual Class Member Payment by (a) dividing the Net Settlement Amount by the total number of Relevant Workweeks worked by all Settlement Class Members during the Class Release Period and (b) multiplying the result by each Settlement Class Member's Relevant Workweeks ("Relevant Workweek Ratio"). (Settlement Agreement at ¶ 72.) "Relevant Workweeks" does not include workweeks in which individuals did not report performing work (e.g., if a Class Member was on PTO, a leave of absence, jury duty, etc.). "Relevant Workweeks" also does not include

workweeks covered by the Santos Settlement.[3] (Settlement Agreement at ¶49.) Relevant Workweeks will initially be based on Defendants' records, however, Class Members will have the right to challenge the number of Relevant Workweeks assigned to them.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Settlement Agreement at ¶ 94(g), Ex. 2.) All Class Members who do not "opt out" will be deemed Settlement Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Member Payment. (Agreement at ¶ 94(g).) All PAGA Group Members, including those who submit an opt-out request, will be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion from the Class. (Settlement Agreement at ¶¶ 83 and 94(g).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Settlement Agreement at ¶¶ 94(e) and 94(h), and Ex. 2.)

19. Settlement Class Members must cash their Individual Class Member Payment check within 180 days after it is mailed. (Agreement at ¶ 103.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent to a Court-approved charity pursuant to the requirements of California Code of Civil Procedure Section 384, subd. (b), which charity is proposed to be California Justice Gap Fund. (Settlement Agreement at ¶106.)

20. Subject to Court approval, Plaintiffs have selected ILYM Group, Inc. to administer the settlement in this action ("Settlement Administrator"). (Settlement Agreement at ¶¶ 56, 85.) The Settlement Administrator will be paid for settlement administration in an amount not to exceed $15,895. (Settlement Agreement at ¶ 70.) ILYM Group provided an estimate of $14,450 for administration expenses.

21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Attorneys' Fees Award. (Settlement Agreement at ¶ 67.) Class Counsel will also be allowed to apply separately for an

---

[3] The "Santos Settlement" means the class and PAGA action settlement reached in the Alameda County Superior Court action entitled *George P. Santos, et al. v. Rockwell Collins, Inc.* (Case No. 23CV039609) which received final approval on November 18, 2025

Attorneys' Expenses Award in an amount not to exceed $60,000. (Settlement Agreement at ¶ 68.) Subject to Court approval, the Agreement provides for a payment of no more than $30,000 to each Plaintiff as their Class Representative Service Payments. (Settlement Agreement at ¶ 69.)

22. Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Payment is $105,000. (Settlement Agreement at ¶¶ 74, 75.) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the PAGA Group Members based on the number of their respective PAGA Workweeks.[4] (Settlement Agreement at ¶ 75.) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

Risks of Continued Litigation and Standards for Approval

23. Plaintiffs and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendants through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

24. A number of defenses asserted by Defendants present serious threats to the claims of the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied with all applicable Labor laws. Defendants argued that Class Members were paid for all time worked and that all work time was properly recorded and compensation for that time was

[4] The PAGA claim in this Action was initiated prior to June 2024, and therefore the prior version of Labor Code ¶2699 applies to the 75/25 allocation.

correctly calculated. Defendants contend that their meal and rest period policies fully complied with California law and Defendants did not fail to provide the opportunity for legally required meal and rest breaks. Defendants argued that many of the Class Member were remote workers which could negate or diminish the meal and rest period claims. Defendants contend that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendants could argue that the Supreme Court decision in *Brinker v. Superior Court,* 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendants also argue that based on their facially lawful practices, Defendants acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have merit and therefore present a serious risk to recovery by the Class.

25. There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf of any employees other than themselves. At the time of the mediation, Defendants forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Dependants continued to assert that class waivers in arbitration agreements would preclude class-wide recovery. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases have approved class certification in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion.

26. This settlement is therefore certainly entitled to preliminary approval. Were this case to go to trial, the Plaintiffs and the other class members would need to prove, among other things, that wages were owed on a class-wide basis. As explained below, this was and is a substantial risk:

A. **Risks With Specific Claims and Their Class-Wide Valuations -** The specific claims also had risks which impacted both liability and the valuation of the claim. While liability and certification of the claim based on the underpayment of overtime wages was strong in my opinion, the damages to the Class were very small. The meal and rest break claims present significant hurdles for class certification because of the potential for individual issues as to why a break was missed. In my experience, these claims would be difficult to certify. Recently, my firm had a motion for class certification denied as to the meal and rest break claims under similar circumstances. As to the alleged claim for off-the-clock-work, again this claims presented problems both as to certification and liability. Defendant could argue that the alleged tasks were either performed while clocked in or were otherwise negligible work time. Defendant disputed that the alleged off-the-clock work would amount the amount Plaintiffs calculated, as Defendant contended that even if there was such unaccounted time, it was a sporadic. Therefore, this claim would be difficult to prove and to value on a class-wide basis even if certified. In addition, the remote status of many employees negatively impacted the meal, rest and off-the-clock claims. Finally, as to the statutory penalties relating to waiting time and wage statements, these claims are both derivative of the above claims and are subject to their own defenses. As discussed above, the Defendant asserted significant defenses to all of the predicate violations, which means that under the new decision in *Naranjo*, even if the violations were proven, these penalties would be denied. As a result, the claims for statutory penalties could have no value through continued litigation.

27. Plaintiffs will apply to the Court for Class Representative Service Payments in

consideration for their service and for the risks undertaken on behalf of the Class. (Settlement Agreement at ¶ 69.) Plaintiffs performed their duties admirably by working with Class Counsel over the course of litigation. The Declarations of the Plaintiffs are submitted herewith in support. At this stage, the not to exceed amount for the requested service award is within the accepted range of awards for purposes of preliminary approval, subject to the Court's determination at final approval. *See e.g. Louie v. Kaiser Foundation Health Plan, Inc*., 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding $25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding $25,000 service award in overtime class action and a pool of $100,000 in enhancements)*; Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate).

28. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Action was filed, and during the course of litigation, Class Counsel engaged in extensive discovery to obtain necessary information. Class Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

29. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues. There can be no doubt that Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

Class Certification Issues

30. Plaintiffs contend that the proposed settlement meets all of the requirements for class certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court should conditionally certify the Class for settlement purposes only, defined as follows:

> All individuals who are or previously were employed by Defendants in California, and classified as a non-exempt employee at any time during the Class Release Period.

(Settlement Agreement at ¶ 9.)

The Class Release Period is from October 20, 2018 through July 22, 2026. (Settlement Agreement at ¶ 10.)

a. **Numerosity** - Plaintiffs assert that the estimated 1,269 current and former employees that comprise the Class can be identified based on Defendant's records and are sufficiently numerous for class certification.

b. **Common Issues Predominate** - Plaintiffs contend that common questions of law and fact are present, specifically the common questions of whether Defendants' employment practices were lawful, whether Defendants failed to provide meal and rest periods to Class Members, whether Class Members were lawfully compensated for all hours worked, whether Defendants miscalculated the regular rate when paying wages, whether Defendants failed to provide required expense reimbursement, and whether Class Members are entitled to damages and penalties as a result of these practices. Plaintiffs contend that certification of this Class is appropriate because Defendants allegedly engaged in uniform practices with respect to the Class Members. As a result, Plaintiffs contend that these common questions of liability could be answered on a class wide basis.

c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendants as non-exempt employees, and, like every other member of the Class, were subject to the same employment practices. Plaintiffs, like every other member of the Class, also claim owed

compensation as a result of the Defendants' uniform company policies and practices. Thus, the claims of Plaintiffs and the members of the Class arise from the same course of conduct by Defendants, involve the same issues, and are based on the same legal theories.

d. **Adequacy** - Plaintiffs contend that the Class Members are adequately represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest with other class members, and (b) will prosecute the case vigorously on behalf of the class. This requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively communicated with Class Counsel, provided documents and information to Class Counsel, and participated in the investigation and resolution of the Actions. The personal involvement of the Plaintiffs was essential to the prosecution of the Actions and the monetary settlement reached. Second, Plaintiffs retained competent counsel who are experienced in employment class actions and who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and adequacy of representation is satisfied.

31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have extensive class litigation experience. We have handled a number of class actions and complex cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters. We have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly experienced in wage and hour employment law class actions, including claims for misclassification, overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be adequate counsel by the courts throughout California. We have been approved as experienced class

counsel by both state and federal courts in California in contested class certification proceedings. A true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this settlement is defined as "all individuals who are or previously were employed by Defendants in California, and classified as a non-exempt employee at any time during the Class Release Period." I have reviewed my firm's cases and representation of other plaintiffs and there is no conflict or representation which would prevent my firm from representing the interests of the Class this case. My firm only represents employees, and not employers. My firm has never represented Defendants nor any affiliate of the Defendants. My firm's only interest in the subject matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the claims are all against different and distinct employers. I can think of no conflict that would arise in our representation of the Class and our adequate representation of the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the proposed Settlement Administrator nor the proposed cy pres recipient for this settlement. Thus, the adequacy requirement for my firm is satisfied.

32. The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to be approved by the Court, is based on the Los Angeles model form and includes all relevant information. (*See* Exhibit 2 to the Settlement Agreement.) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a description of the applicable release; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Member Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of administration. The Class Notice will state that the Class Members shall have forty-five (45) days from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Settlement Agreement at ¶¶ 53, 94.) Class Members shall be given the opportunity to

object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Settlement Agreement at ¶ 94(h).) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Individual Class Member Payment. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

a. **Approval of PAGA Settlements**. The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent class members." (LWDA Response at p.4).

b. **Valuation of the PAGA Claim**. For mediation, Plaintiffs calculated the maximum value of the alleged PAGA claim as to PAGA Group Members for civil penalties to be between $2,875,700 and 5,751,400 for a single violation in every one of the estimated 57,514 pay periods at issue in the PAGA Release Period, depending on whether the violation was $50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of $100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be

awarded at the maximum rate per pay period but without stacking.[5] The PAGA allocation in the Settlement is the amount of $105,000. This allocation is justified by several important considerations. First, the PAGA claim was subject to the same risks as the underlying class claims. Second, Defendants asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of $5 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 57,514 pay periods were established, using the valuation from *Carrington* results in a potential recovery of only $287,570 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

c. **Comparable PAGA Settlements**. In reaching the settlement of the PAGA claim, Class Counsel was also aware of what allocations other Courts have approved for similar PAGA settlements as compared to the total settlement amount. A class settlement that allocates approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)

---

[5] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of between $2,875,700 and $5,751,400 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA casts further doubt on whether stacking would be permitted.

(PAGA Payment of $5,000 in a $1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) ($7,500 payment to LWDA for PAGA on a $1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of $5,000 in a $500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of $10,000 to the LWDA for PAGA out of $1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of $7,500 to the LWDA out of $6.9 million common-fund settlement); Franco v. Ruiz Food Products, Inc., 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of $7,500 to the LWDA out of $2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of $408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of $3,700,000, with $10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of $8.25 million, with $82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of $2 million, with $10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) ($100,000 allotted as PAGA penalties or 0.48% of $21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) ($10,000 allotted as PAGA penalties or 0.13% of $7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) ($10,000 allotted as PAGA penalties or 0.22% of $4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) ($15,000 allotted as PAGA penalties or 0.40% of $3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) ($15,000 allotted as PAGA penalties or 0.46% of $3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) ($10,000 allotted as PAGA penalties or 0.40% of $2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case

No. CIVDS-14-06132 (2015) ($1,000 allotted as PAGA penalties or 0.18% of $550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) ($2,500 allotted as PAGA penalties or 0.37% of $675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) ($3,000 allotted as PAGA penalties or 0.33% of $900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) ($5,000 allotted as PAGA penalties or 0.38% of $1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc*., No. 2:15CV00890 (C.D. Cal. 2017) ($5,000 allotted as PAGA penalties or 0.34% of $1,450,000 settlement amount).

34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and reasonable, and at the time of final approval, my firm will present lodestar to further support the reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage and hour class settlements. Some of the class action awards obtained by Class Counsel in similar employment actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 3019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine &* Spirits (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-

third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, *in Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v, Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No.

CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healtcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-their fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-

00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payment - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding $25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding $14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding $15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding $15,000 service award)

36. Potentially Related Other Actions - Besides the Actions resolved by this settlement, (identified in paragraph 1 of the Settlement Agreement which are being dismissed as part of this Settlement), I am unaware of any other related cases pending against Defendants which would be impacted by this settlement.

37. Administration - After seeking bids from qualified administrators, Plaintiffs selected ILYM Group, Inc. as the Settlement Administrator, as ILYM Group, Inc. provided an estimate of $14,450 to perform the settlement administration for a Class of up 1,396. I have used ILYM Group, Inc. successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with ILYM Group, Inc., and thus no conflict of interest exists. Submitted herewith is the Declaration from ILYM Group, Inc. which includes the estimate for administration from ILYM Group, Inc.

Service on the LWDA:

38. At the same time as the filing and service of this declaration, I also served the LWDA with this declaration which service included the Settlement Agreement, which service is verified by the accompanying proof of service. The other motion papers were previously served on the LWDA on September 22, 2026.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19th day of November, 2026, at La Jolla, California.

By: */s/ Kyle Nordrehaug*

Kyle Nordrehaug

EXHIBIT #1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle Nordrehaug (State Bar #205875)
Jeffrey S. Herman (State Bar #280058)
Sergio J. Puche (State Bar #289437)
Trevor G. Moran (State Bar #330394)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
norm@bamlawca.com
jeff@bamlawca.com
sergiojulian@bamlawca.com

Attorneys for Plaintiffs

[counsel continued on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STEPHANIE DVORAK, ISRAEL ALVARADO, IVAN ROBLEDO, RYAN LEEMAN, ROBERT AUGUSTO, individually, and on behalf of all persons similarly situated,

Plaintiffs,

vs.

ROCKWELL COLLINS, INC., ROCKWELL COLLINS OPTRONICS, INC., B/E AEROSPACE, INC., ADVANCED THERMAL SCIENCES CORPORATION, AERONAUTICAL RADIO, INC., ARINC, INCORPORATED, RAYTHEON (CA) TECHNOLOGIES, INC.,

Defendants.

Case Nos. 24STCV03366, 37-2019-00064397-CU-OE-CTL, 2:23-cv-00400-JFW-JC, 23SMCV04944, 23SMCV04978, 2:24-cv-4047, 2:25-cv-03714-CKD, and AAA Case Nos. 01-23-0002-2674, 01-23-0002-2866

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE OF CLAIMS

HAIG B. KAZANDJIAN LAWYERS, APC
Haig B. Kazandjian (SBN 278622)
haig@hbklawyers.com
Cathy Gonzalez (SBN 310625)
cathy@hbklawyers.com
801 N. Brand Boulevard, Suite 1015
Glendale, California 91203-1390
Telephone: (818) 696-2306
Facsimile: (818) 696-2307

Attorneys for Plaintiffs

EVAN R. MOSES (SBN 198099)
evan.moses@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: (213) 239-9800

Attorneys for Defendants ROCKWELL COLLINS, INC., ROCKWELL COLLINS OPTRONICS, INC., B/E AEROSPACE, INC., ADVANCED THERMAL SCIENCES CORPORATION, AERONAUTICAL RADIO, INC., ARINC, INCORPORATED, RAYTHEON (CA) TECHNOLOGIES, INC.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

IT IS HEREBY STIPULATED by and between Plaintiffs STEPHANIE DVORAK, ISRAEL ALVARADO, IVAN ROBLEDO, RYAN LEEMAN and ROBERT AUGUSTO ("Plaintiffs"), individually and on behalf of the settlement class and representative group described herein, and Defendants ROCKWELL COLLINS, INC., ROCKWELL COLLINS OPTRONICS, INC., B/E AEROSPACE, INC., ADVANCED THERMAL SCIENCES CORPORATION, AERONAUTICAL RADIO, INC., ARINC INCORPORATED, RAYTHEON (CA) TECHNOLOGIES, INC. (collectively "Defendants") and subject to the approval of the Court, that the Actions are hereby settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Settlement Agreement"). The Court shall make and enter judgment subject to the definitions, recitals and terms set forth herein.

I. DEFINITIONS

1. "Actions" means:

   a. *Stephanie Dvorak and Israel Alvarado, et al. v. Rockwell Collins, Inc.*, San Diego County Superior Court Case No. 37-2019-00064397-CU-OE-CTL ("*Dvorak/Alvarado* PAGA Action");

   b. *Stephanie Dvorak v. Rockwell Collins, Inc.*, American Arbitration Association Case No. 01-23-0002-2674 ("*Dvorak* Arbitration");

   c. *Israel Alvarado, et al. v. Rockwell Collins, Inc., Aeronautical Radio, Inc., Raytheon Technologies Corporation*, United States District Court for the Central District of California Case No. 2:23-cv-00400-JFW-JC ("*Alvarado* UCL Action");

   d. *Israel Alvarado v. Rockwell Collins, Inc.*, American Arbitration Association Case No. 01-23-0002-2866 ("*Alvarado* Arbitration");

   e. *Ivan Robledo, et al. v. Rockwell Collins Optronics, Inc.*, Los Angeles County Superior Court Case No. 23SMCV04944 ("*Robledo* PAGA Action");

   f. *Ivan Robledo, et al. v. Rockwell Collins Optronics, Inc.,* Los Angeles County Superior Court Case No. 24STCV03366 ("*Robledo* Class Action");

   g. *Ryan Leeman, et al. v. Rockwell Collins, Inc.,* Los Angeles County Superior Court Case No. 23SMCV04978 ("*Leeman* PAGA Action");

   h. *Ryan Leeman, et al. v. Rockwell Collins, Inc.,* United States District Court for the Central District of California, Case No. 2:24-cv-4047 ("*Leeman* Class Action")

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

i. *Robert Augusto v. Rockwell Collins, Inc.*, United States District Court for the Eastern District of California Case No. 2:25-cv-03714-CKD ("*Augusto* Action").

2. "Administrative Costs" means the fees paid to the Settlement Administrator for the administration of this Settlement Agreement.

3. "Associated Entities" means Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and other related entities including but not limited to RTX Corporation, United Technologies Corporation, United Technologies Aerospace Systems, Goodrich Corporation, Air Routing International, LP, Teklam Corporation, and Hamilton Sundstrand Corporation.

4. "Attorneys' Fees Award" means the award of fees to Class Counsel from the Gross Settlement Amount as defined herein for their prosecution of the Actions.

5. "Attorneys' Expenses Award" means the award of costs to Class Counsel from the Gross Settlement Amount as defined herein for their prosecution of the Actions.

6. "Class Counsel" means collectively the attorneys of record for all of the Plaintiffs, Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") and Haig B. Kazandjian Lawyers, APC ("HBK").

7. "Class Claims" means all claims alleged or could have reasonably been alleged based on the claims and causes of action alleged in the Actions, PAGA Notices, Operative Amended PAGA Notices, and Operative Complaint during the Class Release Period to be discharged through the Released Class Claims in this Settlement Agreement upon its Effective Date"

8. "Class Data" means information regarding Class Members that Defendants will collect, to the extent available, from its existing electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include, to the extent available, for each Class Member their full name, last known address, and social security number, as well as information sufficient to allow the Settlement Administrator to calculate the number of Relevant Workweeks for all Class Members during the Class Release Period.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

9. "Class Members" means all individuals who are or previously were employed by Defendants in California, and classified as a non-exempt employee at any time during the Class Release Period.

10. "Class Release Period" shall mean the time period from **October 20, 2018 through July 22, 2026**.

11. "Court" means the Superior Court for the State of California, County of Los Angeles presiding over the Robledo Class Action.

12. "Data Period" means the period from September 30, 2018 through November 21, 2025, during which Defendants tabulated the number of Relevant Workweeks for the purposes of mediation excluding those covered by the Santos Settlement.

13. "Defendants" means Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc. since January 1, 2022), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated, Raytheon (CA) Technologies, Inc. (erroneously sued as Raytheon Technologies Corporation).

14. "Defense Counsel" or "Counsel for Defendants" shall mean Evan R. Moses of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

15. "Effective Date" shall be the later of the following: (a) If no objections to the Settlement Agreement are pending, then the date the Court enters its Final Approval Order and Final Judgment; (b) If an objection to the settlement is filed, then the date when the time expires to file an appeal of the Final Approval Order; or (c) if an objection is filed as well as a timely notice of appeal of the Court's Final Approval Order and Final Judgment, then the date the appeal is finally resolved, with the Final Approval Order and Final Judgment unaffected.

16. "Enhancement Award" means the amount that the Court authorizes to be paid to each Plaintiff in recognition of their efforts and risks in assisting with the prosecution of the Actions and their service as class representatives.

17. "Final Approval Motion" means a motion filed with the Court seeking a Final Approval Order regarding this Settlement Agreement.

/ / /

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

18. “Final Approval Order” means the Court’s order granting final approval of this Settlement Agreement.

19. "Final Judgment" means a judgment by the Court after issuance of its Final Approval Order.

20. “Gross Settlement Amount” means the maximum sum to be paid by Defendants pursuant to this Settlement Agreement, exclusive of any required employer payroll taxes owed on the Wage Portion of the Individual Class Member Payments. Any required employer payroll taxes shall be Defendants’ responsibility.

21. “Individual Class Member Payment” means the amount payable from the NSA to each Settlement Class Member for the Class Claims to be released through this Settlement Agreement.

22. “Individual PAGA Payment” means the amount from the Gross Settlement Amount to be paid to PAGA Group Members as their share of the PAGA Payment for civil penalties for the Released PAGA Claims in this Settlement Agreement.

23. “LWDA” means the California Labor and Workforce Development Agency.

24. “LWDA Payment” means the amount of the Gross Settlement Amount paid to the California Labor and Workforce Development Agency as its share of the PAGA Payment for civil penalties for the PAGA Claims to be released through this Settlement Agreement.

25. “MOU” means the Memorandum of Understanding between the Parties that was fully executed on February 27, 2026 following mediation.

26. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the Attorneys’ Fees Award, Attorneys’ Expenses Award, Enhancement Awards, PAGA Payment, and Administrative Costs.

27. “Non-Wage Portion” means the portion of an Individual Class Member Payment that is not subject to withholding and will be reported to the IRS via Form 1099-MISC.

28. “Notice Of Objection” means any written objection to this Settlement Agreement received by the Settlement Administrator by the Response Deadline.

/ / /

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

29. "Notice Packet" means the notice of this Settlement Agreement dispatched by the Settlement Administrator to Class Members and PAGA Group Members that will include their Relevant Workweeks, PAGA Workweeks, proposed Individual Class Member Payment and Individual PAGA Payment, the Class Claims and PAGA Claims to be released, how to opt-out and how to object. Attached hereto as Exhibit 2 is a copy of the draft Notice Packet.

30. "Operative Complaint" means the First Amended Class and Representative Action Complaint Plaintiff filed in the *Robledo* Class Action ,that adds to it the claims and parties from the *Dvorak/Alvarado* PAGA Action, the *Alvarado UCL Action*, the *Alvarado* Arbitration, the *Dvorak* Arbitration, the *Robledo PAGA* Action, the *Leeman* PAGA Action, the *Leeman* Class Action and the *Augusto* Action, in order to seek approval of this Settlement Agreement to release the Class Claims and PAGA Claims defined herein.

31. "Operative Amended PAGA Notices" means the Operative Amended PAGA Notices to be filed by Plaintiffs with the LWDA after execution of this Settlement Agreement and prior to filing the Preliminary Approval Motion to ensure the release of all PAGA Claims against all Released Parties. Attached hereto as Exhibit 1 is a copy of the Operative Amended PAGA Notices that will be filed exactly as attached.

32. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq*.

33. "PAGA Claims" means all claims for civil penalties arising under PAGA alleged or could have reasonably been alleged based on the allegations in the Operative Complaint and Operative Amended PAGA Notices, to be discharged through the Released PAGA Claims in this Settlement Agreement upon its Effective Date

34. "PAGA Data" means information regarding PAGA Group Members that Defendants will collect, to the extent available, from its existing electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include, to the extent available, for each PAGA Group Member their full name, last known address, and Social Security number as well as information sufficient to allow the Settlement Administrator to calculate the number of PAGA Workweeks for all PAGA Group Members during the PAGA Release Period.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

35. "PAGA Group Members" means all individuals who are or previously were employed by Defendants in California, and classified as a non-exempt employee at any time during the PAGA Release Period.

36. "PAGA Notices" means all of the PAGA notices each of the Plaintiffs have filed with the LWDA as of the date of this Settlement Agreement concerning alleged violations of the California Labor Code by the Defendants.

37. "PAGA Workweeks" means the total number of workweeks during the PAGA Release Period in which PAGA Group Members recorded performing any work as non-exempt employees in California. "PAGA Workweeks" does not include weeks during which a PAGA Group Member was on PTO, a leave of absence, jury duty, or the like for an entire week and did not actually work. "PAGA Workweeks" also does not include weeks covered by the Santos Settlement.

38. "PAGA Payment" means the portion of the Gross Settlement Amount allocated for release of the PAGA Claims which includes the LWDA Payment and all Individual PAGA Payments to be made to PAGA Group Members.

39. "PAGA Payment Ratio" means the respective number of PAGA Workweeks for each PAGA Group Member divided by the total number of PAGA Workweeks for all PAGA Group Members.

40. "PAGA Release Period" shall mean the time period from **September 30, 2018 through July 22, 2026**.

41. "Parties" mean Plaintiffs and Defendants collectively.

42. "Plaintiffs" means the named plaintiffs in the Actions, Stephanie Dvorak, Israel Alvarado, Ivan Robledo, Ryan Leeman and Robert Augusto.

43. "Preliminary Approval Date" means the date the Court enters an order granting preliminary approval of the Settlement Agreement and orders the Notice Packet to be sent to Class Members and PAGA Group Members.

44. "Preliminary Approval Motion" means a motion to be filed with the Court for preliminary approval of this Settlement Agreement within sixty (60) days of the execution of this long form Settlement Agreement.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

45. "Qualified Settlement Fund" means the fund set up by the Settlement Administrator into which the Gross Settlement Amount shall be deposited and disbursements from it shall be made.

46. "Released Class Claims" shall mean the Class Claims to be released and forever discharged through this Settlement Agreement detailed further below.

47. "Released PAGA Claims" shall mean the PAGA Claims to be released and forever discharged through this Settlement Agreement detailed further below.

48. "Released Parties" shall mean Defendants and Associated Entities and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint obligors, joint employers, joint venturers, and other related entities including but not limited to RTX Corporation, United Technologies Corporation, United Technologies Aerospace Systems, Goodrich Corporation, Air Routing International, LP, Teklam Corporation, and Hamilton Sundstrand Corporation.

49. "Relevant Workweeks" means the total number of workweeks during the Class Release Period in which Class Members recorded performing any work as non-exempt employees in California. "Relevant Workweeks" does not include workweeks in which individuals did not report performing work (e.g., if a Class Member was on PTO, a leave of absence, jury duty, etc.). "Relevant Workweeks" also does not include workweeks covered by the Santos Settlement.

50. "Relevant Workweek Ratio" means the respective number of Relevant Workweeks for each Class Member divided by the total Relevant Workweeks for all Class Members.

51. "Reminder Notice" means a postcard sent to Settlement Class Members 30 days after the Notice Packet is sent reminding them of this Settlement Agreement.

52. "Request For Exclusion" refers to a formal request by a Class Member to be excluded from this Settlement Agreement.

53. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and PAGA Group Members by which Class Members must submit a valid Request For Exclusion to avoid being bound by the release of the

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Released Class Claims as set forth in this Settlement Agreement or for Class Members and PAGA Group Members to submit to a Notice Of Objection.

54. "Santos Settlement" means the class and PAGA action settlement reached in the Alameda County Superior Court action entitled *George P. Santos, et al. v. Rockwell Collins, Inc.* (Case No. 23CV039609) which received final approval on November 18, 2025.

55. "Settlement Agreement" means this Joint Stipulation of Class and PAGA Action Settlement Agreement.

56. "Settlement Administrator" means ILYM Group, Inc.

57. "Settlement Class Member" means all Class Members who do not submit a valid and timely Request For Exclusion as well as all PAGA Group Members since there is no ability to opt out of the portion of this Settlement Agreement that will release the PAGA Claims.

58. "UCL" means California's Unfair Competition Laws pursuant to California Business & Professions Code Section 17200 *et seq.*

59. "Wage Portion" means the portion of an Individual Class Member Payment made to a Settlement Class Member that is subject to tax withholding and will be reported on an IRS W-2 Form.

II. RECITALS

60. Procedural History.

a. Plaintiff Stephanie Dvorak – August 9, 2019, Dvorak submitted a PAGA notice to the LWDA asserting claims for: (1) failure to pay all straight time/minimum wages, (2) failure to pay overtime wages and at the correct legal rate, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to reimburse necessary expenses, (6) failure to timely pay wages during employment, (7) failure to pay all final wages when due, (8) failure to provide accurate wage statements, and (9) violation of the UCL. Plaintiff Dvorak filed a PAGA action in San Diego County Superior Court on December 4, 2019 against Rockwell Collins, Inc. On November 12, 2021, Plaintiff Dvorak submitted a first amended PAGA notice to add Plaintiff Israel Alvarado. On April 7, 2022, Dvorak added Plaintiff Alvarado as a named plaintiff to her PAGA representative action ("*Dvorak/Alvarado* PAGA Action"). On February 21, 2023, the court compelled Plaintiff Dvorak's

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

and Plaintiff Alvarado's individual PAGA claims to arbitration and stayed their representative PAGA claims. ("*Dvorak* Arbitration" and "*Alvarado* Arbitration") On October 3, 2023 Plaintiff Dvorak and Plaintiff Alvarado filed a second amended PAGA notice with the LWDA alleging: (1) rounding, (2) miscalculation of the regular with respect to meal and rest period premiums, (3) unlawful deductions, (4) untimely payment of wages within seven (7) days of the close of the pay period pursuant to Labor Code section 204(d), (5) failure to provide suitable seating, (6) on-site rest periods, and (7) failure to pay all final wages due to undercalculation of sick pay and meal and rest period premiums.

b. Plaintiff Israel Alvarado – Plaintiff Alvarado filed a putative class action complaint on October 20, 2022, in Los Angeles County Superior Court against Rockwell Collins, Inc., Aeronautical Radio, Inc., Raytheon (CA) Technologies, Inc., and ARINC, Incorporated, asserting a single cause of action under the UCL based on the same wage and reimbursement theories at issue in the Dvorak/Alvarado PAGA Action. ("*Alvarado* UCL Action") The defendants in the Alvarado UCL Action removed it to the United States District Court for the Central District of California on January 18, 2023. On June 7, 2023, the district court stayed the Alvarado UCL Action pending resolution of the related Dvorak/Alvarado PAGA action and the Dvorak Arbitration and Alvarado Arbitration.

c. Plaintiff Ivan Robledo – Ivan Robledo submitted a PAGA notice to the LWDA on July 27, 2023, against Rockwell Collins Optronics, Inc. He then filed a representative PAGA action ("*Robledo* PAGA Action") in Los Angeles County Superior Court on October 19, 2023, followed by a putative class action ("*Robledo* Class Action") on February 7, 2024. Collectively, the Robledo PAGA Action and the Robledo Class Action allege: (1) failure to pay all overtime wages, (2) failure to pay minimum/straight time wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to reimburse necessary expenses, (6) failure to pay reporting time pay, (7) failure to pay split shift premiums, (8) failure to pay sick pay, (9) failure to provide notice of sick leave, (10) failure to timely pay wages during employment, (11) failure to pay all final wages when due, (12) failure to issue accurate wage statements, (13) failure to maintain accurate records, and (14) failure to respond to records requests. Rockwell Collins Optronics, Inc.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

obtained a stay of the *Robledo* PAGA Action pending resolution of the *Dvorak* and *Alvarado* PAGA litigation. The parties also stipulated to stay the *Robledo* Class Action based on the earlier-filed *Dvorak/Alvarado* PAGA Action and the Alvarado UCL action.

d. Plaintiff Ryan Leeman – On August 9, 2023, Plaintiff Leeman filed a PAGA notice with the LWDA alleging Rockwell Collins, Inc.'s: (1) failure to provide requested records, (2) failure to pay overtime and double time wages, (3) failure to provide meal and rest periods, (4) failure to pay minimum wages, (5) failure to keep accurate payroll records and provide accurate itemized wage statements, (6) failure to pay reporting time pay, (7) failure to pay split shift premiums, (8) failure to timely pay wages during employment, (9) failure to pay all final wages when due, and (10) failure to provide notice of sick pay and accrual thereof. Plaintiff Leeman filed a PAGA action ("*Leeman* PAGA Action") in Los Angeles County Superior Court on October 19, 2023, which was stayed as a result of the litigation underlying the Santos Settlement. On February 16, 2024, Plaintiff Leeman filed a class action ("*Leeman* Class Action") alleging the same claims against Rockwell Collins, Inc. as the *Leeman* PAGA Action in addition to violation of the UCL. Rockwell Collins, Inc. removed the *Leeman* Class Action to the United States District Court for the Central District of California on May 15, 2024. The court in the *Leeman* Class Action stayed it pending the outcome of the underlying litigation preceding the Santos Settlement.

e. Plaintiff Robert Augusto – On July 20, 2023, Plaintiff filed a PAGA notice with the LWDA alleging Rockwell Collins, Inc.'s: (1) failure to provide records requested, (2) failure to pay overtime and double time wages, (3) failure to provide meal and rest periods, (4) failure to pay minimum wages, (5) failure to keep accurate payroll records and provide accurate itemized wage statements, (6) failure to pay reporting time pay, (7) failure to pay split shift premiums, (8) failure to timely pay wages during employment, (9) failure to pay all final wages when due, and (10) failure to provide notice of sick pay and accrual thereof. On September 17, 2025 Plaintiff Augusto filed an action in Solano County Superior Court against Rockwell Collins, Inc. alleging the same claims he raised in his PAGA notice as well as: (1) disability discrimination, (2) failure to provide reasonable accommodation, (3) failure to engage in the interactive process in good faith, (4) retaliation, (5) failure to prevent retaliation and discrimination, (6) wrongful termination in violation of public

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

policy and (7) violation of the UCL. ("*Augusto* Action") On December 23, 2025 Rockwell Collins, Inc. removed the *Augusto* Action to United States District Court for the Eastern District of California. Plaintiff Augusto is represented by HBK.

61. Mediation. On January 22, 2026, the Parties participated in a private mediation with Daniel Turner, Esq., a mediator with considerable experience mediating wage and hour class actions. This took place only after the Parties informally exchanged extensive information, documents, and data. The mediation resulted in this Settlement Agreement to resolve all of the Actions in their entirety. At the mediation, Defendants estimated that during the Data Period there were approximately 132,897 Relevant Workweeks excluding those covered by the Santos Settlement.

a. Calculation of Relevant Workweeks. The Parties understand that, due to legacy system limitations, there are some Class Members and PAGA Group Members for which Defendants do not have access to payroll or timekeeping information during the Class Release Period and PAGA Release Period. Plaintiffs and Class Counsel understood that Relevant Workweeks for the purposes of mediation were calculated as follows:

i. Defendants first counted the number of workweeks and pay periods for which there was both timekeeping and payroll data. Each identified workweek (after excluding weeks consisting only of nonproductive time) was counted as a Relevant Workweek.

ii. Defendants next calculated a payroll ratio dividing the total number of weeks calculated in the step above by the total number of pay periods calculated in the step above.

iii. Defendants next identified all instances (excluding pay periods consisting of only nonproductive time) where it had payroll information without corresponding timekeeping information. Defendants multiplied the payroll ratio by the total number of pay periods for which each employee was missing timekeeping data. The result of that calculation was added to the total number of Relevant Workweeks.

iv. Defendants next analyzed all instances (excluding weeks consisting only of nonproductive time) where it had timekeeping data but no corresponding payroll information. For each instance, Defendants treated each week in which any time was punched as additional Relevant Workweeks.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

v. Defendants next analyzed all instances of employees who, during the Class Release Period, had no timekeeping or payroll data. For each such person, Defendants identified the total number of days during their employment during the Data Period and divided by seven. The product of those calculations was treated as additional Relevant Workweeks.

62. Benefits of Settlement Agreement to Settlement Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through arbitration, trial and potential appeals. Plaintiffs and Class Counsel have also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Actions, both generally and in response to Defendants' defenses, and the difficulties in establishing the Class Claims and whether they are suitable for class action treatment, and in establishing the PAGA Claims and whether they are worthy of statewide representative treatment.

63. Defendants' Reasons for Settlement Agreement. Defendants claim that allegations at issue in the actions have no merit. This Settlement Agreement is a compromise of disputed claims. Defendants have concluded that further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants' time and resources have been expended and, unless this Settlement Agreement is made, will continue to be devoted to the defense of the Actions and the claims asserted by Plaintiffs on behalf of the Class Members and PAGA Group Members. Defendants have also considered the risks of further litigation in reaching its decision to enter into this Settlement Agreement. Although Defendants continue to contend that it is not liable for any claims of any Plaintiff, the Class Claims and PAGA Claims, Defendants have agreed to settle for the terms set forth in this Settlement Agreement and fully resolve the Actions and PAGA Notices through the Operative Amended PAGA Notices and the Operative Complaint.

64. No Other Claims. Plaintiffs and Class Counsel represent they are not currently aware of: (a) any unalleged wage/hour claims in addition to or different from the Class Claims or PAGA Claims; (b) unalleged facts or legal theories supporting wage/hour claims different from those to be alleged in the Operative Amended PAGA Notices and Operative Complaint; and (c) the identity of

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

any specific persons who have expressed any interest in pursuing wage/hour claims against Defendants.

65. At mediation, Defendants estimated that between September 30, 2018 and November 21, 2025, there were approximately 132,897 Relevant Workweeks.

III. MONETARY TERMS OF THIS SETTLEMENT AGREEMENT

66. Gross Settlement Amount. The Parties and their counsel agree that the consideration described herein constitutes their good faith compromise of the Actions based upon their assessment of the value of the Actions, and the mutual risks and costs of further litigation. Specifically, the consideration provided by Defendants consists of the following: Defendants shall pay a maximum amount of Five Million Two Hundred Fifty Thousand Dollars ($5,250,000.00) (the "Gross Settlement Amount"), plus any applicable employer-side taxes required by law. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants. The Gross Settlement Amount includes the Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, Administrative Costs, Individual Class Member Payments, and the PAGA Payment (including the Individual PAGA Payments and LWDA Payment). In no event shall Defendants be liable for more than $5,250,000.00 (plus employer-side taxes) as a result of this Settlement Agreement, except pursuant to the circumstances described in the section of this Settlement Agreement entitled “ESCALATOR CLAUSE”. The balance of the Gross Settlement Amount after deduction of the Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, the PAGA Payment, and Administrative Costs will be the Net Settlement Amount. This is a non-reversionary settlement. All funds represented by uncashed checks remaining in the Qualified Settlement Fund will be assigned to Cy Pres Beneficiary. The Parties propose the California Justice Gap Fund. The Parties agree that this disposition results in no unpaid residue under California Civil Procedure Code section 384, as the entire NSA will be paid out to Settlement Class Members, whether or not they all cash their Individual Class Member Payment and/or Individual PAGA Payment check(s). Therefore, Defendants will not be required to pay any interest on said amount. Payment of the Gross Settlement Amount is contingent on the Court granting final approval of this

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Settlement Agreement, expiration of any opportunities for objections or appeals to the Settlement, and all other requirements described herein to effectuate the Settlement.

67. Attorneys' Fees Award. Defendants agree not to oppose Class Counsel's request of an Attorneys' Fees Award of up to 1/3 of the Gross Settlement Amount, which is currently estimated to be $1,750,000. The Attorneys' Fees Award shall be allocated among Class Counsel as follows: 75% to BNBD, and 25% to HBK. In the event that the Court reduces or does not approve the requested Attorneys' Fees Award, Plaintiffs and Class Counsel shall not have the right to revoke this Settlement Agreement and it will remain binding. To the extent the Court approves less than the Attorneys' Fees Award requested, the Settlement Administrator will retain the remainder in the NSA for distribution to Settlement Class Members. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for these payments.

68. Attorneys' Expenses Award. Defendants agree not to oppose Class Counsel's request for recovery of an Attorneys' Expenses Award in an amount of not more than $60,000.00 as documented in their billing statements. In the event that the Court reduces or does not approve the requested Attorneys' Expenses Award, Plaintiffs and Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding. To the extent the Court approves less than the Attorneys' Expenses Award requested, the Settlement Administrator will retain the remainder in the NSA for distribution to Settlement Class Members. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for these payments.

69. Enhancement Awards. Defendants shall not object to the payment of Enhancement Awards in the amount of $30,000.00 to each Plaintiff (a total of $150,000), which shall be taken from the Gross Settlement Amount. These payments are in addition to their respective Individual Class Member Payments and Individual PAGA Payments to which they are entitled as Class Members and PAGA Group Members. In the event that the Court reduces or does not approve the requested Enhancement Awards, Plaintiffs and Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding. To the extent the Court approves less than the Enhancement Awards requested the Settlement Administrator will retain the remainder in the NSA for distribution to Settlement Class Members. The Settlement Administrator shall issue an IRS Form

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

1099 – MISC to each Plaintiff for their Enhancement Award.

70. Administrative Costs. Class Counsel has selected ILYM Group, Inc. to serve as the Settlement Administrator. Administrative Costs paid of $15,985.00 shall be paid out of the Gross Settlement Amount. To the extent the Administrative Costs are less or the Court approves payment less than requested, the Settlement Administrator will retain the remainder in the NSA for distribution to Settlement Class Members.

71. Net Settlement Amount. The NSA will be determined by the Settlement Administrator by subtracting from the Gross Settlement Amount the Court-approved Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, Administrative Costs, and PAGA Payment. The anticipated Net Settlement Amount is $3,169,015.00. The Parties estimate the amount of the NSA will likely be as follows:

Gross Settlement Amount:	$5,250,000.00
Attorneys' Fees Award	$1,750,000.00
Attorneys' Expenses Award	$60,000.00
Enhancement Awards	$150,000.00
Administrative Costs	$15,985.00
PAGA Payment	$105,000
Anticipated Net Settlement Amount	$3,169,015.00

Defendants are required to pay the entire Gross Settlement Amount, which includes the Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, Administrative Costs, Class Member Payments, and PAGA Payment (which includes the LWDA Payment and Individual PAGA Payments). No portion of the Gross Settlement Amount will revert to Defendants. Defendants' share of payroll taxes due on the Wage Portion of the Individual Class Member Payments, including but not limited to Defendants' FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

72. To Each Class Member For Release Of Class Claims. An Individual Class Member Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Relevant Workweeks worked by all Settlement Class Members during the Class Release Period and

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

(b) multiplying the result by each Settlement Class Member's Relevant Workweeks ("Relevant Workweek Ratio"). Twenty percent (20%) of each Settlement Class Member's Individual Class Member Payment will be allocated to settlement of wage claims (hereafter, the "Wage Portion"). The Wage Portion of Individual Class Member Payments are subject to tax withholding and will be reported on an IRS W-2 Form by the Settlement Administrator. The remaining 80% of each Individual Class Member Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Member Payment.

73. Effect of Non-Settlement Class Members on Calculation of Individual Class Member Payment. Class Members who do submit a valid and timely Request For Exclusion will not receive any Individual Class Member Payment. The Administrator will retain amounts equal to their Individual Class Member Payments in the NSA for distribution to Settlement Class Members on a pro rata basis.

74. PAGA Payment. One Hundred Five Thousand Dollars ($105,000) of the Gross Settlement Amount shall be allocated towards the PAGA Claims to be released through this Settlement Agreement. Seventy-five percent (75%) of this amount ($78,750.00) shall be paid to the LWDA as their share of the applicable civil penalties ("LWDA Payment") for the PAGA Claims. The remaining 25% ($26,250.00) shall be distributed to PAGA Group Members as their Individual PAGA Payments, which represent their share of the applicable civil penalties for the PAGA Claims. In the event that the Court reduces or does not approve the requested LWDA Payment or Individual PAGA Payments, Plaintiffs and Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding. If the Court approves an LWDA Payment less than the amount requested, the Administrator will allocate the remainder to the NSA for distribution to Settlement Class Members.

75. To Each PAGA Group Member For Release Of PAGA Claims: The $26,250 payment to PAGA Group Members in the form of Individual PAGA Payments will be calculated by: (a) dividing $26,250 by the total number of PAGA Workweeks worked by all PAGA Group Members

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

during the PAGA Release Period and (b) multiplying the result by each PAGA Group Members' total PAGA Workweeks. ("PAGA Payment Ratio") One hundred percent (100%) of the Individual PAGA Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payment. No PAGA Group Member shall have the right to opt out of the PAGA Claims released of this Settlement Agreement even if they timely and validly file a Request For Exclusion with the Settlement Administrator.

76. No Payment Of Additional Benefits. The payment of Individual Class Member Payments and/or Individual PAGA Payments to Settlement Class Members or the Enhancement Awards to Plaintiffs shall not obligate Defendants to confer any additional benefits or require any of them to make any additional payments to them or on their behalf, such as contributions to retirement plans like 401(k) contributions, vacation or holiday pay or bonuses beyond those specified in this Settlement Agreement.

77. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for under this Settlement Agreement, and Settlement Class Members are not relying on any statement or representation made by the Parties in this regard. Settlement Class Members will be responsible for the payment of any taxes and penalties assessed on the Individual Class Member Payments and Individual PAGA Payments they receive, and that they will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of their Individual Class Member Payments and/or Individual PAGA Payments.

78. Circular 230 Disclaimer. Each Party to this Settlement Agreement acknowledges and agrees that no provision of this Settlement Agreement, and no written communication or disclosure between the Parties or their attorneys, was intended to be relied upon as tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); and that each Party has relied exclusively on their own, independent legal and tax counsel for advice in connection with this Settlement Agreement, and that each Party is not entitled to rely upon any communication or disclosure by any attorney or advisor to avoid any tax penalty.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

IV. ESCALATOR CLAUSE

79. Escalator. At mediation, Defendants estimated that between September 30, 2018 and November 21, 2025, there were approximately 132,897 Relevant Workweeks. Defendants shall disclose in writing the final calculation of Relevant Workweeks prior to the filing of the Preliminary Approval Motion. If, prior to the date of a Preliminary Approval Order, the Parties agree or the Court finds that the Relevant Workweeks (using the same definition and methodology described above in paragraph 49 and 61(a)) during the Data Period is more than ten percent (10%) above 132,897 (i.e., more than 146,187), Defendants will have the option to either: (a) increase the Gross Settlement Amount by the percentage that the actual number of Relevant Workweeks exceeds 10% of the original estimate (e.g., if the total number of Relevant Workweeks is 11% above the original estimate, the Gross Settlement Amount would be increased by 1%); or (b) shorten the Class Release Period and PAGA Release Period so that there is no increase above the 10% threshold.

80. Calculation of Relevant Workweeks. The Parties understand that due to legacy system limitations, there are some employees/time periods for which Defendants do not have access to payroll or timekeeping information. Plaintiffs and Class Counsel understand and agree that the same methodology used to calculate Relevant Workweeks used for the purposes of mediation, as set forth above in paragraph 61(a), will be used to calculate the Relevant Workweeks for the purposes of this Settlement Agreement.

V. Cap On Workweeks. For purposes of mediation, extrapolating forward to July 22, 2026, the end date of the Class Release Period and PAGA Release Period, Defendants have projected that there will be approximately 145,270 Relevant Workweeks. Therefore, although the Class Release Period and PAGA Release Period is intended to expire on July 22, 2026, the Parties have agreed that the Settlement Agreement will cover no more than 150,000 Relevant Workweeks (using the same definition and methodology that was used for mediation). If the actual number of Relevant Workweeks through July 22, 2026 exceeds 150,000, the Class Release Period and PAGA Release Period will be reduced so this Settlement Agreement covers no more than 150,000 Relevant Workweeks.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

VI. RELEASE OF CLAIMS

81. Released Class Claims. All Class Members who do not opt out of the Settlement Agreement will be bound by a release of all claims that were alleged, or reasonably could have been alleged, whether known or unknown, based on the facts and legal theories raised in the Actions and Operative Complaint against the Released Parties, including the following: (a) failure to pay all wages, and failure to properly calculate all wages, for all hours worked (including minimum wages, straight-time wages, overtime wages, time-and-a-half wages, double-time wages, walking time, waiting time, sick pay, split shifts, synthetic time, reporting time, vacation pay, off-the-clock wages, maximum hours, COVID temperature checks, rounded time and rounded meal/rest time, miscalculation of the regular rate of pay, pre-liminary and post-liminary work, auto-deducted meal periods and all other claims for time earned but not paid or underpaid); (b) failure to provide all proper, duty-free meal periods and/or failure to provide proper/properly calculated meal premiums in lieu thereof; (c) failure to provide proper, duty-free rest breaks and/or failure to provide proper/properly calculated rest break premiums in lieu thereof; (d) failure to provide sick leave, pay sick pay and/or failure to provide sick pay at the regular rate, (e) failure to provide wage statements and/or failure to provide accurate or complete wage statements, including but not limited to the available sick leave balance and COVID sick pay, leave accrual, meal and rest period premiums, reporting time pay and split shift premiums; (f) failure to keep and maintain accurate records, (g) failure to pay or timely pay all wages due at separation of employment; (h) failure to pay wages timely during employment and/or within seven days of the close of the pay period; (i) failure to reimburse necessary business expenses; (j) failure to respond and/or fully respond to records requests, (k) unlawful deductions and improper forms of payment, , (l) secret payment of lower wages than designated by statute; (m) unfair business practices; (n) any other claims or penalties under the wage and hour laws pleaded in the Actions; and (o) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including a release of class claims that could have reasonably been based on the facts stated in the Operative Complaint under the applicable Wage Orders and the California Unfair Competition Law. The Final Judgment

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

will have res judicata effect over the Released Class Claims. Settlement Class Members do not release any class or statutory claims outside the definition of Released Class Claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Release Period.. Plaintiffs and Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Actions against Released Parties. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims or Released Parties, and by virtue of this Settlement Agreement, Plaintiffs and the Class Members who do not opt -out shall be deemed to have, and by operation of the Final Approval Order and Final Judgment made by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims against Released Parties. The Parties understand and specifically agree that the scope of the release described in this Paragraph is a material part of the consideration for this Settlement Agreement and was critical in justifying the agreed upon economic value for it, and without it Defendants would not have agreed to the consideration provided. This paragraph is narrowly drafted and necessary to ensure that Defendants are obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the Operative Complaint for the Class Release Period.

82. Released PAGA Claims. The LWDA, the State of California, Plaintiffs, and all PAGA Group Members (who do not have a right to opt out of this Settlement Agreement) will be bound by a release of all PAGA claims for civil penalties that were alleged, or reasonably could have been alleged, based on the facts and legal theories raised in the Actions, Operative Complaint, and/or Operative Amended PAGA Notices, whether known or unknown, including the following: (a) failure to pay all wages, and failure to properly calculate all wages, for all hours worked (including minimum wages, straight-time wages, overtime wages, time-and-a-half wages, double-time wages, walking time, waiting time, sick pay, split shifts, synthetic time, reporting time, vacation pay, off-the-clock wages, maximum hours, COVID temperature checks, rounded time and rounded meal/rest time,

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

miscalculation of the regular rate of pay, pre-liminary and post-liminary work, auto-deducted meal periods and all other claims for time earned but not paid or underpaid); (b) failure to provide all proper, duty-free meal periods and/or failure to provide proper/properly calculated meal premiums in lieu thereof; (c) failure to provide proper, duty-free rest breaks and/or failure to provide proper/properly calculated rest break premiums in lieu thereof; (d) failure to provide sick leave, pay sick pay and/or failure to provide sick pay at the regular rate, (e) failure to provide wage statements and/or failure to provide accurate or complete wage statements, including but not limited to the available sick leave balance and COVID sick pay, leave accrual, meal and rest period premiums, reporting time pay and split shift premiums; (f) failure to keep and maintain accurate records, (g) failure to pay or timely pay all wages due at separation of employment; (h) failure to pay wages timely during employment and/or within seven days of the close of the pay period; (i) failure to reimburse necessary business expenses; (j) failure to respond and/or fully respond to records requests, (k) unlawful deductions and improper forms of payment, (l) failure to provide suitable seating, (m) secret payment of lower wages than designated by statute;; (n) any other claims or penalties under the wage and hour laws pleaded in the Actions; and (o) all other damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under PAGA based on the above released claims or that could have reasonably been based on the facts stated in the Operative Complaint and/or Operative Amended PAGA Notice. The Final Judgment will have res judicata effect over the Released PAGA Claims. The PAGA Group Members do not release any PAGA claims outside the definition of Released PAGA Claims or PAGA claims based on facts occurring outside the PAGA Release Period.

83. General Release By Plaintiffs. As of the Effective Date, in exchange for the consideration in this Settlement Agreement, each Plaintiff, for themselves and their heirs, successors and assigns, hereby waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on any Plaintiff's behalf as of the date they sign this Settlement Agreement. The Parties agree that this release by Plaintiffs is more expansive than the Released Class Claims and Released PAGA Claims as defined herein which will bind

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Settlement Class Members upon the Effective Date of this Settlement Agreement. This general release by Plaintiffs includes, but is not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or local ordinance or common law. This general release includes claims for, but is not limited to, those arising under any other state wage and hour laws not covered by the Released Class Claims and/or Released PAGA Claims as defined herein, the Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, and California's Whistleblower Protection Act.

a. 1542 Waiver. Plaintiffs expressly waive and relinquish any and all claims, rights or benefits they may have under California Civil Code section 1542, which provides as follows: "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." Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but they expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist at the time they sign this Settlement Agreement, including, but not limited to, any and all claims relating to or arising from their employment and/or joint employment or joint obligation by Released Parties. The Parties further acknowledge, understand and agree that this Settlement Agreement would not have been finalized without this representation and commitment from Plaintiffs. Plaintiff's release does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

VII. SETTLEMENT ADMINISTRATOR RESPONSIBILITIES

84. Settlement Administrator Duties. By ILYM Group, Inc.'s acceptance of the role of Settlement Administrator, it is bound to all of the terms, conditions and obligations described in this Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and exclusive responsibility for:

a. Printing, emailing and mailing the Notice Packet and Reminder Notice to all Class Members and PAGA Group Members as directed by the Court; and

b. receiving and reporting Requests for Exclusion, and Notices of Objection; and

c. calculating all Individual Class Member Payments and Individual PAGA Payments for all Settlement Class Members and resolving disputes related thereto; and

d. processing and mailing payments to Class Counsel, Plaintiffs, the LWDA, and Settlement Class Members; and

e. deducting all legally required taxes from the Wage Portion of the Individual Class Member Payments and distributing tax forms; and

f. processing and mailing any tax payments to the appropriate state and federal taxing authorities; and

g. providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement Agreement; and

h. maintaining the confidentiality of the Class Data and PAGA Data which shall not be provided to Class Counsel or Plaintiffs or any third party or use this information for any purpose other than to administer this Settlement Agreement without advanced written approval of Defense Counsel; and

i. other tasks that the Parties mutually agree on, or the Court orders the Settlement Administrator to perform; and

j. keep the Parties timely apprised of the performance of its duties.

85. No Liability For Settlement Administrator Performance. Defendants and Defense Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Administrator's work. Further, Plaintiffs, Class Counsel, Defendants and Defense Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Class Member Payments and Individual PAGA Payments, or any other distribution of monies contemplated by this Settlement Agreement.

86. No Interest In Settlement Administrator. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

VIII. PRELIMINARY APPROVAL

87. Certification of the Settlement Class. The Parties stipulate to certification of a class that includes all Class Members for the Class Release Period for the purposes of this Settlement Agreement only. Similarly, the Parties stipulate to a PAGA representative group that includes all PAGA Group Members for the PAGA Release Period for the purposes of this Settlement Agreement only.

88. Class Counsel & Representative Appointment. The Parties agree that for the purposes of this Settlement Agreement only, Class Counsel will seek appointment by the Court to represent Class Members and PAGA Group Members. Similarly, the Parties agree for the purposes of this Settlement Agreement only that Class Counsel shall seek the appointment of Plaintiffs as Class Representatives.

89. Operative Amended PAGA Notices and Operative Complaint. The Parties will stipulate to dismiss the *Dvorak/Alvarado* PAGA Action, *Dvorak* Arbitration, *Alvarado* UCL Action, *Alvarado* Arbitration, *Robledo* PAGA Action, *Leeman* PAGA Action, *Leeman* Class Action, and *Augusto* Action without prejudice following the filing of the Operative Complaint in the *Robledo* Class Action. Prior to filing for preliminary approval, Plaintiffs agree that: (i) they will submit the Operative Amended PAGA Notices as necessary to the LWDA to cover all Released PAGA Claims as defined above (Exhibit 1), (ii) prepare and file in the Robledo Class Action the Operative Complaint which shall encompass all Released Class Claims and Released PAGA Claims as defined above. The Parties understand and agree that although the Actions are to be dismissed without prejudice, an order granting final approval of the settlement of the *Robledo* Class Action shall have

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

res judicata effect over, and preclude any further litigation of, not just the *Robledo* Class Action but all of the Actions remaining and the respective claims alleged therein. In the event that following final approval of this Settlement Agreement, any Plaintiff refiles their action and any aspect of that action is found to be precluded by the res judicata effect of this Settlement Agreement, the plaintiff(s) in such action(s) will be liable for Defendants' reasonable attorneys' fees and costs incurred in obtaining such an order.

90. Preliminary Approval Motion. Within sixty (60) days of the execution of this Settlement Agreement, Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement and the Notice Packet. The proposed Preliminary Approval Order shall provide for the Notice Packet to be sent to all Class Members and PAGA Group Members as specified herein. Plaintiffs shall provide a courtesy draft of these papers to Defense Counsel at least five (5) business days before filing the documents.

91. Preliminary Approval Hearing. Plaintiffs shall obtain a hearing before the Court to request preliminary approval of this Settlement Agreement. Counsel for the Parties shall meet and confer about mutually agreeable dates for this hearing.

92. Approved Notice Packet and Data Transmission. Not later than 14 days after the Preliminary Approval Date, Class Counsel will provide to the Settlement Administrator the template Notice Packet approved by the Court. Not later than 14 days after the Preliminary Approval Date, Defendant will deliver the Class Data and the PAGA Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet to allow it to prepare the Notice Packets for Class Members and PAGA Group Members. Upon receipt of the Class Data and PAGA Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Parties and their counsel will expeditiously use their best efforts, in good faith to resolve any issues related to the Court's amendment of the Notice Packet, if any, as well as the Class Data and PAGA Data.

IX. NOTICE ADMINISTRATION

93. Notice Procedure. The Settlement Administrator will effectuate notice of this Settlement Agreement to Class Members and PAGA Group Members as follows:

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

a. Notice Packet Content.

i. The Notice Packet sent out to Class Members and PAGA Group Members shall be in a form substantially similar to the form attached as Exhibit 2. The Notice Packet shall set forth the release to be given by all Class Members who do not request to be excluded from this Settlement Agreement in exchange for the Individual Class Member Payment. It shall also so set forth the release to be given by all PAGA Group Members and explain their inability to opt out of this portion of the Settlement Agreement. The Notice Packet shall inform Class Members and PAGA Group Members to keep the Settlement Administrator apprised of their current mailing address where the Individual Class Member Payment and Individual PAGA Payment should be mailed following the Effective Date of this Settlement Agreement.

ii. The Notice Packet shall also provide each Class Member and PAGA Group Member's starting and ending dates of employment during the Class Release Period, their number of Relevant Workweeks and PAGA Workweeks as tabulated by the Settlement Administrator, and the Settlement Administrator's calculation of each of their estimated Individual Class Member Payment and Individual PAGA Payment.

iii. The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT - YOU MAY GET MONEY FROM A CLASS ACTION SETTLEMENT AGREEMENT; A PROMPT REPLY IS REQUIRED TO PRESERVE YOUR RIGHTS."

b. Notice By Email and First Class U.S. Mail. No later than fourteen (14) calendar days after receiving the Class Data and PAGA Data from Defendants as provided herein, the Settlement Administrator shall email (if a personal email address is available to Defendant) and mail copies of the Notice Packet to all Class Members and PAGA Group Members via regular First Class U.S. Mail.

c. Reminder Notice. Thirty (30) days after the Notice Packet is emailed and mailed to Class Members and PAGA Group Members, the Settlement Administrator shall dispatch a postcard to each of them and via email (if a personal address was ever provided to Defendant) and

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

mail to remind them of this Settlement Agreement and the Class Claims and PAGA Claims to be released through it.

d. Undeliverable Notice Packets. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search, using the name, address and/or Social Security number of the Class Member or PAGA Group Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. If any Notice Packets sent to a Class Member or PAGA Group Member currently employed by Defendants are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants' Counsel. Defendants will request that the currently-employed Class Member or PAGA Group Member provide a corrected address to the Defendants to forward to the Settlement Administrator. Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen calendar (15) days from the original Response Deadline.

e. Disputes Regarding Individual Class Member Payments and Individual PAGA Payments. Class Members and PAGA Group Members will have the opportunity, should they disagree with the estimated number of Relevant Workweeks or PAGA Workweeks stated in their Notice Packet, to provide documentation and/or an explanation to show contrary figures. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for and the amounts of any Individual Class Member Payment or Individual PAGA Payment under the terms of this Settlement Agreement. This determination shall be binding upon the Class Member and/or PAGA Group Member and the Parties.

f. Disputes Regarding Administration of Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement Agreement will be resolved by the Court under the laws of the State of California. Prior to any such

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

involvement of the Court, counsel for the Parties will meet and confer in good faith to attempt to resolve disputes without the necessity of Court involvement.

g. Requests For Exclusion.

i. The Notice Packet shall include an explanation that Class Members who wish to exclude themselves from the settlement of class claims must submit a written Request For Exclusion by the Response Deadline, and that there is no right to exclude oneself from the settlement of PAGA claims. Any Request For Exclusion must be in writing and state that the Class Member has decided to exclude himself or herself from the Settlement Agreement. The Request For Exclusion shall: (1) contain the name, address, and the last four digits of the Social Security number and/or Employee ID number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the Settlement Agreement of the class action lawsuit entitled *Ivan Robledo, et al. v. Rockwell Collins, Inc., et al.,* Case No. 24STCV03366 filed in the Superior Court of California, County of Los Angeles. I understand that by requesting to be excluded from the Settlement Agreement, I will receive no money as a Class Member from the Settlement Agreement described in this Notice."

ii. The Request for Exclusion will not be valid if it is not timely submitted, or if it is not signed by the Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope for the Request For Exclusion shall be the exclusive means used to determine whether it was timely submitted. Class Members who fail to submit a valid and timely written Request For Exclusion on or before the Response Deadline shall be Settlement Class Members who are bound by all terms of this Settlement Agreement, and any Final Judgment entered regarding the Operative Complaint if the Settlement Agreement is approved by the Court.

iii. Any Class Member who validly and timely requests to be excluded from the Settlement Agreement will not be entitled to an Individual Class Member Payment and will not be bound by the Released Class Claims or have any right to object, appeal or comment on the

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Settlement Agreement. Nothing in this Settlement Agreement can be construed as a waiver of any defense that Defendants or the Released Parties have or could assert against anyone who validly and timely makes a Request for Exclusion.

iv. Even if a Class Member requests exclusion, if they are also a PAGA Group Member they will still be bound by the Released PAGA Claims described herein.

v. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who validly and timely submitted a written Request For Exclusion.

vi. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement Agreement.

h. Objections.

i. The Notice Packet shall state that Settlement Class Members who wish to object to the Settlement Agreement must mail to the Settlement Administrator a written statement of Notice Of Objection by the Response Deadline. The postmark date of the mailing shall be deemed the exclusive means for determining whether a Notice of Objection was made timely.

ii. Settlement Class Members who submit a timely Notice Of Objection will have a right to appear at the Final Approval/Settlement Agreement Fairness Hearing in order to have their objections heard by the Court. The Notice Of Objection must be signed by the Settlement Class Member and state the case name and number, the name and address of the Settlement Class Member, the last four digits of the Settlement Class Member's Social Security number and/or Employee ID number, the basis for the objection, and if the Settlement Class Member intends to appear at the Final Approval/Settlement Agreement Fairness Hearing. Settlement Class Members who fail to make objections that include all of the information specified in this subsection shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to this Settlement Agreement.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

iii. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order or Final Judgment.

iv. Class Members who submit a valid and timely written Request For Exclusion are not entitled to object to this Settlement Agreement.

v. The Settlement Administrator shall send all objections to Class Counsel and Defense Counsel. Class Counsel will be responsible for filing the Notices of Objection with the Court in advance of the Final Approval Hearing. Plaintiffs and/or Defendants may file oppositions to any Notice of Objection filed with the Court no later than nine (9) court days prior to the date of the Final Approval/Settlement Agreement Fairness Hearing.

vi. Defendants shall not be responsible for the fees, costs, or expenses incurred by Plaintiffs, Class Counsel, or Settlement Class Members arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.

X. FINAL APPROVAL AND DEFENDANTS' RIGHT OF REVOCATION

94. Final Relevant Workweek and PAGA Workweek Count. No less than fourteen (14) court days before the hearing on a Final Approval Motion and after the Response Deadline, the Settlement Administrator will determine the final Relevant Workweek count for Class Members and PAGA Workweeks for PAGA Group Members. No later than four (4) calendar days before the hearing, Defense Counsel shall communicate the option it will choose to exercise under the Escalator Clause.

95. Option to Revoke This Settlement Agreement. Defendants have the unilateral right to revoke the Settlement Agreement if, after the Response Deadline, the number of Class Members who submitted valid and timely written Requests For Exclusion from the Settlement Agreement equals five percent (5%) or more of all Class Members. If Defendants exercise the option to terminate this Settlement Agreement, Defendants shall provide written notice to Class Counsel within seven (7) calendar days after Defendants receive notice of the percentage of timely and valid written requests for exclusion from the Settlement Agreement from the Settlement Administrator. In such case, the Parties shall proceed in all respects as if this Settlement Agreement had not been

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

executed; however, Defendants will remain responsible for paying all Settlement Administrator expenses incurred as of the date Defendants make this election to withdraw.

96. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiffs shall file with the Court a Motion for Order Granting Final Approval/Fairness Hearing and requesting final approval of the Settlement Agreement and a determination of the amounts payable for the Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, Administrative Costs and PAGA Payment. Plaintiffs shall provide drafts of these papers to Defense Counsel at least seven (7) business days before filing the documents. Counsel for the Parties shall meet and confer about mutually agreeable dates for this hearing.

a. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for a Final Approval Order of this Settlement Agreement, detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of valid and timely Requests For Exclusion and identify those individuals, the number of Notice of Objections received, the amount of the average Individual Class Member Payment and Individual PAGA Payment, the Administrative Costs, and any other information as the Parties mutually agree on, or that the Court orders the Settlement Administrator to provide.

b. Final Approval Order and Final Judgment. The Final Approval Motion shall include an Order Granting Final Approval of Class and PAGA Action Settlement Agreement for the Court's review and approval, and for Final Judgment to be entered thereon consistent with the terms and conditions of this Settlement Agreement. A copy of the Final Approval Motion will be provided to Defendants at least seven (7) court days before it is filed.

97. Final Judgment. The Final Judgment entered by the Court shall constitute a judgment binding the Parties and Settlement Class Members for purposes of the California Code of Civil Procedure, Federal Rules of Civil Procedure, and the applicable rules of the American Arbitration Association. The Final Judgment shall be binding on the LWDA and its subordinate agencies pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

XI. SETTLEMENT FUNDING AND SETTLEMENT PAYMENT ADMINISTRATION

98. Calculation of Various Settlement Payments. Within seven (7) court days of the Final Approval Order concerning this Settlement Agreement, Class Counsel will provide a copy of the Court's order to the Settlement Administrator. At this time, the Settlement Administrator will calculate all Individual Class Member Payments, all Individual PAGA Payments, the LWDA Payment, the Administrative Costs, Attorneys' Fees Award, Attorneys' Expenses Award, and Enhancement Awards to be issued.

99. Qualified Settlement Fund. Within seven (7) court days of receipt of the Final Approval Order of this Settlement Agreement, the Settlement Administrator will set up a Qualified Settlement Fund for deposit of the Gross Settlement Amount by Defendants.

100. Funding of Gross Settlement Amount. Defendants shall transmit the entire Gross Settlement Amount, as well as their share of the payroll taxes due on the Wage Portion of the Individual Class Member Payments, into the Qualified Settlement Fund no later than fourteen (14) days after the Effective Date.

101. Timing of Settlement Payments. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will tender payment for all Individual Class Member Payments, all Individual PAGA Payments, the LWDA Payment, the Administrative Costs, Attorneys' Fees Award, Attorneys' Expenses Award, and Enhancement Awards.

102. Method Of Payment To Settlement Class Members. The Settlement Administrator will issue checks for the Individual Class Member Payments and Individual PAGA Payments and send them to Settlement Class Members via First Class U.S. Mail, postage prepaid. The Settlement Administrator may send Settlement Class Members a single check combining the Individual Class Member Payment and Individual PAGA Payment. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Member Payments and Individual PAGA Payments to all Settlement Class Members, including those for whom the Notice Packet was returned undelivered.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Before mailing any checks, the Settlement Administrator must update Settlement Class Members' mailing addresses using the National Change of Address Database.

103. Settlement Checks Returned Undeliverable. If an Individual Class Member Payment and/or Individual PAGA Payment is returned to the Settlement Administrator as undeliverable without a USPS forwarding address, it shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Settlement Class Member. Within 7 days of receiving a returned check the Settlement Administrator must re-mail checks to the address ascertained through lawful skip tracing efforts. The Settlement Administrator need not take further steps to deliver checks to Settlement Class Members whose re-mailed checks are returned as undelivered.

104. Replacement Settlement Checks. The Settlement Administrator shall promptly send a replacement check to any Settlement Class Member whose original check was lost or misplaced, so long as the Settlement Class Member makes a request to do so before the void date.

105. Uncashed Settlement Checks. For any Settlement Class Member whose Individual Class Member Payment and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to California Justice Gap Fund, thereby leaving no unpaid residue, subject to the requirements of California Code of Civil Procedure section 384(b).

XII. ADDITIONAL PROVISIONS

106. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions, if not stayed already, except such proceedings necessary to implement and complete the terms of this Settlement Agreement, pending the Final Approval/Settlement Agreement Fairness Hearing to be conducted by the Court. To the extent necessary, the time within which to bring the Action to trial under California Code of Civil Procedure Section 583.310 shall be extended for a period of not less than one (1) year, starting from February 27, 2026 until the entry of the order approving this Settlement Agreement, or if not entered, the date it shall no longer be of any force or effect.

107. Conditions Precedent. This Settlement Agreement will become final and effective only upon the occurrence of all of the following events: (1) the Court enters an order granting

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

preliminary approval of the Settlement Agreement; and (2) Defendants do not invoke their right to revoke the Settlement Agreement; and (3) the Court issues a Final Approval Order of this Settlement Agreement and enters Final Judgment; and (4) the final Effective Date occurs.

108. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void ab initio and have no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The class certification agreed to for the purposes of this Settlement Agreement only shall be void ab initio and have no continuing force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments they may have in the Actions, including with respect to the issues of class certification or representative treatment.

110. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, the preparation and execution of necessary documents and to take such other action as may be reasonably necessary to implement the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement. The Parties also agree to cooperate with the Settlement Administrator to allow it to fulfill its responsibilities under this Settlement Agreement. The Parties will notify each other if subpoenaed or upon receipt of any other request for documents or information regarding any other lawsuit filed, or potential lawsuit, against the Released Parties that covers or includes any Class Members and the Released Class Claims or PAGA Group Members and the Released PAGA Claims.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

111. Publicity Limitations:

a. Prior to Preliminary Approval: Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of this Settlement Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Settlement Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with any third party regarding this Settlement Agreement or the matters giving rise to it except to respond only that "the matter was resolved," or words to that effect, before the filing of the Preliminary Approval Motion. This paragraph does not restrict Class Counsel's communications with Class Members and PAGA Group Members in accordance with Class Counsel's ethical obligations owed to them.

b. Following Preliminary Approval: Plaintiffs and Class Counsel agree not to affirmatively publicize this Settlement Agreement, including the fact of its existence, its terms or contents and the negotiations underlying it in any manner or form, directly or indirectly, to any person or entity, except Class Members and PAGA Group Members as shall be required to effectuate its terms. Specifically, Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium, whether by print, video, recording or any other medium, or otherwise communicate with any person or entity concerning this Settlement Agreement including its existence, its terms or contents and the negotiations underlying it except as shall be contractually required to effectuate its terms. However, for the limited purpose of allowing Class Counsel to prove

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

adequacy as class counsel in other actions, or to seek approval of unrelated settlements, Class Counsel may disclose in court filings the name of the Parties in this action and the venue/case number of this action, and other information in the public record (but not any other settlement details) for such purposes.

112. This Settlement Agreement Is Fair, Adequate and Reasonable. The Parties believe that this Settlement Agreement is a fair, adequate and reasonable resolution of the Actions and have arrived at it after extensive arms-length negotiations, considering all relevant factors, present and potential. The monies paid through this Settlement Agreement are genuinely disputed and the Parties agree that the provisions of California Labor Code section 206.5 do not apply to this Settlement Agreement. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any party because their counsel participated in its drafting.

113. Jurisdiction of the Court. The Parties agree that pursuant to California Code of Civil Procedure Section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection to it, and the Parties and their counsel submit to the jurisdiction of the Court for those purposes.

114. Waiver of Certain Appeals. The Parties agree to waive all appeals from the Court's Final Approval Order and Final Judgment unless the Court modifies this Settlement Agreement.

115. No Admissions by the Parties. Plaintiffs allege that the Class Claims and PAGA Claims have merit, while Defendants contend they do not. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against the Defendants, Plaintiffs, Class Members or PAGA Group Members as to the merits or lack thereof of the Class Claims and PAGA Claims.

116. Notice of Settlement Agreement to LWDA. Plaintiffs agree that they will provide notice of this Settlement Agreement to the LWDA as required by Labor Code Section 2699(s)(2).

117. Authorization to Enter into Settlement Agreement And Effectuate Its Terms. Each Plaintiff represents that they are authorized to sign this Settlement Agreement and that they have not

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

assigned, transferred, or encumbered any claim, or part of a claim, demand, cause of action or any rights herein released and discharged or covered by this Settlement Agreement to any third party. The person signing this Settlement Agreement on behalf of Defendants represents and warrants that they are authorized to sign this Settlement Agreement on behalf of them. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions needed by this Settlement Agreement to effectuate its terms.

118. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

119. Amendment or Modification. Only with Court approval may this Settlement Agreement be amended or modified and only by a written instrument that is signed by the Parties or their successors-in-interest.

120. Entire Settlement Agreement. This Settlement Agreement and its exhibits constitute the entire Settlement Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its exhibits. The Parties agree that this Settlement Agreement supersedes their MOU. If this Settlement Agreement conflicts with the MOU, this Settlement Agreement shall prevail.

121. California Law Governs. All terms of this Settlement Agreement and its exhibits, and any disputes arising hereunder, shall be governed by and interpreted according to the laws of the State of California.

122. Exhibits and Headings. The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

123. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves copies or originals of the signed counterparts. A signature to this Agreement transmitted

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

by facsimile, scanned .PDF, digital, or electronic (e.g., use of DocuSign) shall have the same effect as an original wet signature.

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their attorneys as of the dates noted.

IT IS SO AGREED:

DATED: 09/18, 2026

By: STEPHANIE DVORAK
STEPHANIE DVORAK (Sep 18, 2026 19:35:49 EDT)
Stephanie Dvorak
Plaintiff

DATED: 9/18, 2026

By: Israel Alvarado
Israel Alvarado (Sep 21, 2026 16:52:28 PDT)
Israel Alvarado
Plaintiff

DATED: _____, 2026

By: _____
Ivan Robledo
Plaintiff

DATED: _____, 2026

By: _____
Ryan Leeman
Plaintiff

DATED: _____, 2026

By: _____
Robert Augusto
Plaintiff

DATED: _____, 2026

By: _____
Naadia Bhatti
Senior Vice President & General Counsel
Collins Aerospace – On behalf of:
Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc.), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated,

by facsimile, scanned .PDF, digital, or electronic (e.g., use of DocuSign) shall have the same effect as an original wet signature.

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their attorneys as of the dates noted.

IT IS SO AGREED:

DATED: _____, 2026

By: _____
Stephanie Dvorak
Plaintiff

DATED: _____, 2026

By: _____
Israel Alvarado
Plaintiff

DATED: 09 / 19 / 2026,

By: *Ivan Robledo*
Ivan Robledo
Plaintiff

DATED: 09 / 20 / 2026,

By: *Ryan Leeman*
Ryan Leeman
Plaintiff

DATED: 09 / 18 / 2026,

By: *Robert Augusto*
Robert Augusto
Plaintiff

DATED: _____, 2026

By: _____
Naadia Bhatti
Senior Vice President & General Counsel
Collins Aerospace – On behalf of:
Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc.), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated,

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Docusign Envelope ID: 5C73060F-2F0C-8675-82F0-D36D230B5F5F

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their attorneys as of the dates noted.

IT IS SO AGREED:

DATED: _____, 2026

By: _____
Stephanie Dvorak
Plaintiff

DATED: _____, 2026

By: _____
Israel Alvarado
Plaintiff

DATED: _____, 2026

By: _____
Ivan Robledo
Plaintiff

DATED: _____, 2026

By: _____
Ryan Leeman
Plaintiff

DATED: _____, 2026

By: _____
Robert Augusto
Plaintiff

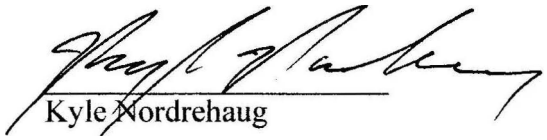
DATED: September 18, 2026

By: Signed by: Naadia Bhatti 8AAC21D7151C490...
Naadia Bhatti
Senior Vice President & General Counsel
Collins Aerospace – On behalf of:
Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc.), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated,

APPROVED AS TO FORM:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

DATED: September 22, 2026

By: 
Kyle Nordrehaug

Attorneys for Plaintiffs
HAIG B. KAZANDJIAN LAWYERS, APC

DATED: _____, 2026

By: _____
Haig B. Kazandjian
Cathy Gonzalez

Attorneys for Plaintiffs

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

DATED: _____, 2026

By: _____
Evan R. Moses

Attorneys for Defendants
Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc.), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated.

APPROVED AS TO FORM:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

DATED: _____, 2026

By: _____
Kyle Nordrehaug

Attorneys for Plaintiffs
HAIG B. KAZANDJIAN LAWYERS, APC

DATED: September 21, 2026

By: _____
Haig B. Kazandjian
Cathy Gonzalez

Attorneys for Plaintiffs

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

DATED: _____, 2026

By: _____
Evan R. Moses

Attorneys for Defendants
Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc.), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated.

Doc ID: b3d2492eeb1a640064380aedccb5868a364bc5c4

Docusign Envelope ID: 5C73060F-2F0C-8675-82F0-D36D230B5F5F

APPROVED AS TO FORM:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

DATED: _____, 2026

By: _____
Kyle Nordrehaug

Attorneys for Plaintiffs
HAIG B. KAZANDJIAN LAWYERS, APC

DATED: _____, 2026

By: _____
Haig B. Kazandjian
Cathy Gonzalez

Attorneys for Plaintiffs

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

DATED: September 18, 2026

By: 
Evan R. Moses

Attorneys for Defendants
Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc.), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated.

EXHIBIT #1

September 21, 2026

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL

ROCKWELL COLLINS OPTRONICS, INC.
Agent for Service of Process
AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203

ROCKWELL COLLINS, INC.
Agent for Service of Process
AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203

B/E AEROSPACE, INC.
Agent for Service of Process
AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203

ADVANCED THERMAL SCIENCES CORPORATION
Agent for Service of Process
AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203

AERONAUTICAL RADIO, INC
Agent for Service of Process
AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

ARINC, INCORPORATED
Agent for Service of Process
AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203

RAYTHEON (CA) TECHNOLOGIES INC
Agent for Service of Process
AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203

Re: Amended Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to ROCKWELL COLLINS OPTRONICS, INC., ROCKWELL COLLINS, INC., B/E AEROSPACE, INC., ADVANCED THERMAL SCIENCES CORPORATION, AERONAUTICAL RADIO, INC., ARINC, INCORPORATED, RAYTHEON (CA) TECHNOLOGIES INC **and DOES 1 through 100, inclusive, Case No.** LWDA-CM-971290-23

Dear Labor and Workforce Development Agency Representative,

On July 27, 2023, Plaintiff Ivan Robledo submitted a notice to the LWDA and ROCKWELL COLLINS OPTRONICS, INC., Case No. LWDA-CM-971290-23 seeking penalties from ROCKWELL COLLINS OPTRONICS, INC. and DOES 1 through 100, inclusive, on EMPLOYEE's own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for EMPLOYERS during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 510, 512(a), 515(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, and 2802.

On July 20, 2023, Plaintiff Robert Augusto submitted a notice to the LWDA and ROCKWELL COLLINS OPTRONICS, INC., Case No. LWDA-CM-969744-23 seeking penalties from ROCKWELL COLLINS OPTRONICS, INC. and DOES 1 through 100, inclusive, on EMPLOYEE's own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for EMPLOYERS during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 510, 512(a), 515(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, and 2802

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

On August 9, 2023, Plaintiff Ryan Leeman submitted a notice to the LWDA and ROCKWELL COLLINS OPTRONICS, INC., Case No. LWDA-CM-973867-23 seeking penalties from ROCKWELL COLLINS OPTRONICS, INC. and DOES 1 through 100, inclusive, on EMPLOYEE's own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for EMPLOYERS during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 510, 512(a), 515(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, and 2802

On August 9, 2019, Plaintiff STEPHANIE DVORAK submitted a notice to the LWDA, ROCKWELL COLLINS, INC., and AIR ROUTING INTERNATIONAL L.P, Case No. LWDA-CM-729699-19 on EMPLOYEE's own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for EMPLOYERS during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s).

On November 12, 2021, Plaintiff STEPHANIE DVORAK submitted a first amended notice to the LWDA, which added Plaintiff ISRAEL ALVARADO to Case No. LWDA-CM-729699-19.

On October 3, 2023, Plaintiffs STEPHANIE DVORAK and ISRAEL ALVARADO submitted a second amended notice, in Case No. LWDA-CM-729699-19, to the LWDA, ROCKWELL COLLINS, INC., and AIR ROUTING INTERNATIONAL L.P, to include additional facts pertaining to the underpayment of wages for all time worked, specifically, Respondent's uniform practice of "rounding" time worked by employees, the miscalculation of the regular rate pay for meal periods, rest periods and sick pay are violations of the Labor Code; to include unlawful deductions under Labor Code § 221; to include untimely wages under Cal. Labor Code §204(d); and to include Defendants' failure to provide suitable seating to employees in violation of California Labor Code Section 1198 and California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating) and Wage Order 4-2001, Section 14.

Plaintiff Robledo now submits this *Amended* PAGA notice, in Case No. LWDA-CM-971290-23 which is intended to relate back to September 30, 2018, on behalf of Ivan Robledo, Robert Augusto, Ryan Leeman, Stephanie Dvorak, and Israel Alvarado ("EMPLOYEES"). Plaintiff Robledo amends the previous notice to add EMPLOYEES Robert Augusto, Ryan Leeman, Stephanie Dvorak, Israel Alvarado, and Labor Code sections 212, 222, 223, 227.3, 1199, Violation of the applicable Industrial Welfare Commission Wage Order(s) and California Code of Regulations Title 8, section 11010, subdivision 14, on EMPLOYEES' own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

EMPLOYERS during the relevant statutory period violations of the California Labor Code and applicable wage laws, including but not limited to, California Labor Code sections 201, 202, 203, 204, 206, 226, 226(a), 226.7, 226.8, 246, 432, 510, 512(a), 515(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 1198.5, 2753, 2800, and 2802. Plaintiff Robledo further amends this PAGA notice in Case No. LWDA-CM-971290-23, seeking penalties from ROCKWELL COLLINS OPTRONICS, INC., ROCKWELL COLLINS, INC., B/E AEROSPACE, INC., ADVANCED THERMAL SCIENCES CORPORATION, AERONAUTICAL RADIO, INC., ARINC, INCORPORATED, RAYTHEON (CA) TECHNOLOGIES INC., and DOES 1 through 100 (hereinafter "EMPLOYERS").

EMPLOYEES intend to seek civil penalties, attorney's fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEES seek relief on EMPLOYEES' own behalf, on behalf of the State of California, and on behalf of all other non-exempt, hourly-paid employees who were employed by EMPLOYERS ("AGGRIEVED EMPLOYEES").

This Notice is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3. **This Notice also serves to demonstrate EMPLOYEE's good-faith attempt at settlement with EMPLOYERS. If EMPLOYERS are interested in settling this matter, EMPLOYERS are encouraged to contact HAIG B. KAZANDJIAN LAWYERS, APC using the contact information provided in this Notice.**

This Notice is sent on behalf of all non-exempt, hourly-paid employees of ROCKWELL COLLINS OPTRONICS, INC. The AGGRIEVED EMPLOYEES worked for all of the EMPLOYERS or for any of the EMPLOYERS as non-exempt, hourly-paid employees. Nothing in this Notice should be interpreted as limiting the representative class to non-exempt, hourly-paid employees who worked for all EMPLOYERS only.

The definition of "EMPLOYER" for purposes of the California Labor Code includes irregular working arrangements, and was specifically drafted in order to prevent evasion and subterfuge of California's labor laws. To that end, EMPLOYEES are informed and believes, and based thereon alleges, that EMPLOYERS, including any as of now unknown entities, must be classified as joint-employers for purposes of liability for civil penalties under PAGA. As such, EMPLOYERS are each liable for civil penalties for violation of the California Labor Code as to EMPLOYEES and the other Aggrieved Employees.

This Notice further reserves EMPLOYEES' right to amend and/or add to this Notice, upon discovery of new information, additional violations of the California Labor Code and/or individuals and/or EMPLOYERS responsible for same. Any further amendments and changes to this notice shall relate back to the date of this notice.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

Factual Background

EMPLOYERS, jointly and/or separately, employed EMPLOYEE Ivan Robledo as an hourly-paid, non-exempt employee at its 2752 Loker Ave W Building 582, Carlsbad, CA 92010 location. EMPLOYEE was hired on or about November 10, 2019 and will work for EMPLOYERS until on or about July 27, 2023.

EMPLOYEE Ivan Robledo received his last paycheck on or about July 27, 2023. While employed by EMPLOYERS, EMPLOYEE Ivan Robledo's job title was Optical Tech II, tasked with calibrating telescopes for optics and performing live data analysis.

EMPLOYERS, jointly and/or separately, employed EMPLOYEE Ryan Leeman as an hourly-paid, non-exempt employee at its 3530 Branscombe Rd. Fairfield, CA 94533 location. EMPLOYEE worked for EMPLOYERS from on or about February 07, 2022 until on or about May 29, 2023.

EMPLOYEE Ryan Leeman received his last paycheck on or about June 09, 2023. While employed by EMPLOYERS, EMPLOYEE Ryan Leeman's job title was Process Technician Level 2, tasked with working with hazardous chemicals and transforming them using specialized equipment and measuring instruments, including mills, lathes, CNC equipment, calipers and scales, in addition to the maintenance and dismantling of the tools and instruments.

EMPLOYERS, jointly and/or separately, employed EMPLOYEE Robert Augusto as an hourly-paid, non-exempt employee at its 3530 Branscombe Rd. Fairfield, CA 94533 location. EMPLOYEE Robert Augusto was hired on or about March 01, 2022 and worked for EMPLOYERS until on or about January 06, 2023.

EMPLOYEE Robert Augusto received his last paycheck on or about January 06, 2023. While employed by EMPLOYERS, EMPLOYEE Robert Augusuto's job title was Materials Handler, tasked with filling out governmentally required paperwork, as well as wrapping, packaging and shipping explosive product out to customers.

EMPLOYERS, jointly and/or separately, employed EMPLOYEE Stephanie Dvorak as an hourly-paid, non-exempt remote employee in San Diego, California location. EMPLOYEE Stephanie Dvorak began working for EMPLOYERS in California on or about November 17, 2018 and worked for EMPLOYERS until on or about May of 2019.

EMPLOYEE Stephanie Dvorak received her last paycheck on or about May 10, 2019 While employed by EMPLOYERS, EMPLOYEE Stephanie Dvorak's job title was a Sales Coordinator and Contract Administrator, tasked with sales tasks including communicating with customer, booking contracts and generating invoices.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

EMPLOYERS, jointly and/or separately, employed EMPLOYEE Israel Alvarado as an hourly-paid, non-exempt employee at its El Segundo, California location. EMPLOYEE Israel Alvarado was hired on or about April 1, 2003 and worked for EMPLOYERS until on or about September 22, 2021.

EMPLOYEE Israel Alvarado received his last paycheck on or about October 1, 2022. While employed by EMPLOYERS, EMPLOYEE Israel Alvarado's job title was Operation Specialist with the Technology Support & Services Division, tasked with inventory, shipping, material management, in/out sheets, portable radio pick up and drop off, communicating with customers who purchased or leased technology from EMPLOYERS, and facilitating EMPLOYERS' equipment such as facilitating vehicle maintenance.

EMPLOYEES are informed, believes, and thereupon alleges that EMPLOYERS are licensed to do business and/or are doing business in California. EMPLOYERS operate as designers, producers, and marketers of electronic communications, avionics and in-flight entertainment systems.

EMPLOYEES are informed, believe, and thereupon allege that at all relevant times, the above-named EMPLOYERS instituted and implemented standard practices and procedures for all non-exempt, hourly-paid employees in California. This includes, but is not limited to, payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEES seek penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees who worked for each of the EMPLOYERS and/or either of the EMPLOYERS during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts[1] of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee [records of hours worked and wages paid]… shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

[1] EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

California Labor Code Section 432 provides, "If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEES requested, in writing by letter via certified first-class mail to EMPLOYERS and regular first-class mail to EMPLOYERS, that EMPLOYERS provide EMPLOYEES with EMPLOYEES' wage and payroll history, all documents signed by EMPLOYEES pursuant to Labor Code Section 432, and a copy of EMPLOYEES' personnel records pursuant to Labor Code Section 1198.5.

The time periods provided to EMPLOYERS by Labor Code Sections 226, 432, 1198.5 and any other relevant statutes have elapsed since EMPLOYERS received EMPLOYEES' correspondence requesting documents pursuant to Labor Code Section 226, 432, and 1198.5, and a copy of EMPLOYEES' personnel records pursuant to Labor Code Section 1198.5.

Pursuant to the foregoing, EMPLOYEES are entitled to recover a $750 penalty pursuant to Labor Code Section 226(f), a $750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney's fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

Violation of Labor Code 510 (Overtime, Double Time, and Regular Rate)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for time such worked, and two (2) times their regular rate of pay ("double time") for such hours worked in excess of 12 hours in a day. "Regular rate" includes all remuneration, including non-discretionary bonuses and incentives.

During the relevant time period, EMPLOYEES and other AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in a workday and/or 40 hours in a workweek.

EMPLOYERS routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence, EMPLOYERS willfully failed to pay EMPLOYEES and other hourly-paid, non-exempt employees the wages to which they were entitled.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

Additionally, EMPLOYERS' failure to pay EMPLOYEES and other AGGRIEVED EMPLOYEES for all hours worked, including time spent walking between the entry points of Defendants' facilities and their assigned work areas, time spent waiting to begin work and to be released from duty, time spent undergoing COVID-19 screening and temperature checks, and other preliminary and postliminary time, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510, 1194, 1197, 1198 and the applicable Wage Orders.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code section 510, 1194, 1197, and 1198 and the applicable Wage Orders. EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g). Plaintiffs also allege that Defendant underpaid wages, did not pay all forms of wages due, and miscalculated the calculation of the regular rate of pay.

Violation of Labor Code 226.7 and 512(a) (Meal and Rest Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a legally compliant meal and/or rest break was not provided.

Employers cannot require, cause, or permit EMPLOYEES to work more than five (5) hours per day without providing an uninterrupted meal break. If EMPLOYEES work over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted 30-minute meal break or pay EMPLOYEES an additional one (1) hour of pay at the EMPLOYEES' regular rate.

If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided.

Furthermore, no employer shall require EMPLOYEES to work during any rest period. Rest periods requirements are based on the total hours worked; EMPLOYEES are legally entitled to ten (10) minutes per four (4) hours, or major fraction thereof, that EMPLOYEES worked.

EMPLOYERS failed to provide EMPLOYEES and other AGGRIEVED EMPLOYEES with the required rest and meal break periods. EMPLOYEES and other AGGRIEVED EMPLOYEES were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEES and other AGGRIEVED EMPLOYEES worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations,

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEES are informed and believe, and based thereon allege, that any purported appearance of meal and rest break compliance is because EMPLOYERS systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEES and other AGGRIEVED EMPLOYEES in an attempt to hide the aforementioned infractions. EMPLOYERS, knowingly and contrary to law and public policy, employed a tactic of clocking-out EMPLOYEES for rest and/or meal periods that were never taken and/or otherwise falsified or altered timekeeping records.

EMPLOYERS knew, or should have known, that their behavior caused EMPLOYEES and other AGGRIEVED EMPLOYEES to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYERS still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, 1197.1 and 1199 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

(1) For any employer who employs 26 or more employees:
- (A) From January 1, 2017, to December 31, 2017, $10.50 per hour.
- (B) From January 1, 2018, to December 31, 2018, $11 per hour.
- (C) From January 1, 2019, to December 31, 2019, $12 per hour.
- (D) From January 1, 2020, to December 31, 2020, $13 per hour.
- (E) From January 1, 2021, to December 31, 2021, $14 per hour.
- (F) From January 1, 2022, and until adjusted by subdivision (c) $15 per hour.

(2) For any employer who employs 25 or fewer employees:
- (A) From January 1, 2018, to December 31, 2018, $10.50 per hour.
- (B) From January 1, 2019, to December 31, 2019, $11 per hour.
- (C) From January 1, 2020, to December 31, 2020, $12 per hour.
- (D) From January 1, 2021, to December 31, 2021, $13 per hour.
- (E) From January 1, 2022, to December 31, 2022, $14 per hour.
- (F) From January 1, 2023, and until adjusted by subdivision (c) $15 per hour.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

The minimum wage standard applies to each hour EMPLOYEES worked for which they were not paid. Therefore, employer's failure to pay for any particular hour worked by EMPLOYEES is unlawful even if averaging EMPLOYEES' total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.

California Labor Code section 1199 provides that an employer who pays or causes to be paid to any employee a wage less than the minimum is guilty of a misdemeanor and is punishable by a fine not less than one hundred dollars ($100) or by imprisonment for not less than 30 days, or by both.

As alleged throughout this Notice, due to the company-wide failures of EMPLOYERS, EMPLOYEES and other AGGRIEVED EMPLOYEES were forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYERS failed to pay EMPLOYEES and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified timekeeping records to hide this fact. Further, EMPLOYERS' policy and practice of rounding the time recorded by EMPLOYEES, including time recorded at the beginning and end of shifts and at the beginning and end of meal and rest periods, such that these EMPLOYEES were not paid for all time worked, constitutes unlawful and/or unfair activity. EMPLOYERS also generally failed to pay all wages and all forms of wages due.

Pursuant to the foregoing, EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to furnish an employee with same, the employee is entitled to recover the greater of all actual damages, or $50.00 for an initial infraction, and $100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at $250 per employee violation in an initial citation, and $1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a $500 penalty for filing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

EMPLOYERS knowingly provided EMPLOYEES with records that do not meet the statutory requirements of truth and accuracy, because EMPLOYERS failed to truthfully and accurately document, among other things, EMPLOYEES' off-the-clock work. As a result, EMPLOYERS failed to list the correct amount of gross and/or net wages earned by EMPLOYEES and the other AGGRIEVED EMPLOYEES.

The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list EMPLOYEES and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which EMPLOYEES are paid, failure to provide EMPLOYEES with the ability to easily access wage statements and get hard copies at no expense to the EMPLOYEES, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYERS willfully failed to maintain accurate payroll records for EMPLOYEES and other AGGRIEVED EMPLOYEES as a result of EMPLOYERS failure to accurately record EMPLOYEES' rest breaks, and/or meal breaks, and/or off-the-clock work. EMPLOYERS failure makes it impossible for EMPLOYEES and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

Pursuant to the foregoing, EMPLOYERS are in violation of California Labor Code Sections 226(a), 1174(d), and 1198. EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of California Code of Regulations 11050(5)(A) (Reporting Time)

California Code of Regulations, Title 8, section 11050(5)(A) provides that for each workday when EMPLOYEES are required to and do in fact report to work, but are either not put to work or are furnished less than half of said EMPLOYEES' usual scheduled day's work, those EMPLOYEES should be paid for no less than half, and in no event less than two (2) hours, of the EMPLOYEES' regular rate of pay.

EMPLOYEES and other AGGRIEVED EMPLOYEES were told by EMPLOYERS to report to work and were either not put to work or were furnished less than half of said EMPLOYEES' usual scheduled day's work. EMPLOYERS routinely failed to pay the required reporting time wages to EMPLOYEES and other AGGRIEVED EMPLOYEES for each of these instances.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

Pursuant to the foregoing, EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of California Code of Regulations 11050(4)(C) (Split Shifts)

California Code of Regulations 11050(4)(C) provides that when EMPLOYEES work a "split shift", one (1) hour's pay at the State or local minimum wage (whichever is greater) must be paid in addition to the minimum wage for that workday. A "split shift" is defined as a work schedule which is interrupted by non-paid, non-working periods established by the employer, other than *bona fide* rest or meal periods.

EMPLOYERS routinely scheduled EMPLOYEES and other AGGRIEVED EMPLOYEES for multiple different shifts throughout the same workday, separated by periods other than *bona fide* rest or meal breaks. EMPLOYERS failed to pay EMPLOYEES and other AGGRIEVED EMPLOYEES one (1) hour's pay at the applicable minimum wage, which resulted in EMPLOYEES and other AGGRIEVED EMPLOYEES being paid less than the applicable minimum wage for that day. As a further consequence, EMPLOYERS also failed to separately list "split shift" payments on EMPLOYEES' and other AGGRIEVED EMPLOYEES' wage statements.

Pursuant to the foregoing, EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 and 210 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

As a result of the numerous company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYERS failed to pay EMPLOYEES and other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum wages, overtime wages, double time wages, split shift pay and/or reporting time pay, within the statutorily required time period. Further, EMPLOYERS failed to pay EMPLOYEES wages not more than seven (7) calendar days following the close of the payroll period.

Pursuant to the foregoing, EMPLOYERS are in violation of California Labor Code Sections 204. EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 203, 210 and/or 2699(a), (f)-(g), and any and all other applicable law.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that EMPLOYEES who are terminated are due all wages earned immediately. EMPLOYEES who resign their employment without giving 72 hours' notice are due all wages earned within 72 hours of their resignation. EMPLOYEES who resign their employment giving 72 hours' notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYEES resigned from their roles at EMPLOYERS on July 27, 2023. EMPLOYEES gave EMPLOYERS more than 72-hours of notice of their resignation, and accordingly EMPLOYEES were entitled to all wages earned at the time their resignation became effective.

When EMPLOYEES finally received EMPLOYEES' final paychecks, those final paychecks were legally deficient in that they did not account for all wages earned despite EMPLOYERS knowing that such wages were due to EMPLOYEES.

Due to the company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYERS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon their discharge or resignation pursuant to Labor Code sections 201, 202, and 203.

Pursuant to the foregoing, EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 201, 202, 203, and 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify EMPLOYEES for all necessary expenditures or losses incurred by the EMPLOYEES in direct consequence of the discharge of their duties.

EMPLOYEES and other AGGRIEVED EMPLOYEES were directed and expected to incur personal expenses on behalf of EMPLOYERS while performing their job duties. Such personal expenses include, but are not limited to, use of personal cell phone, travel expenses, and parking expenses. EMPLOYEES and the other AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYERS failed to indemnify EMPLOYEES and other AGGRIEVED EMPLOYEES for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that EMPLOYEES who work for the same employer for more than 30 days are entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide EMPLOYEES with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYEES were hired by EMPLOYERS on or about November 01, 2019 and worked for EMPLOYERS until on or about July 27, 2023. EMPLOYEES and other AGGRIEVED EMPLOYEES worked for EMPLOYERS for more than 30 days, triggering the protections of Labor Code section 246.

Nevertheless, EMPLOYERS failed to furnish upon EMPLOYEES and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEES and other AGGRIEVED EMPLOYEES.

As such, EMPLOYERS unlawfully retained and continue to retain paid sick leave that should have been paid to EMPLOYEES and the other AGGRIEVED EMPLOYEES but for EMPLOYERS' failure to properly institute and/or adhere to a legally compliant paid sick leave program. Further, EMPLOYERS failed to pay EMPLOYEES for paid sick days taken at the rare required by Lab Code section 246(l). EMPLOYEES are informed and believe, and based thereon allege, that these practices were experienced and continue to be experienced by the other AGGRIEVED EMPLOYEES.

Pursuant to the foregoing, EMPLOYERS are in violation of California Labor Code Section 246. EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

Violation of Labor Codes 212, 221, 222 and 223 (Unlawful Deductions, Secret Payment of Lower Wages and Improper Forms of Payment)

California Labor Code section 221 makes it unlawful for an employer to collect or receive from an employee any part of wages theretofore paid to the employee. California Labor Code section 222 makes it unlawful to withhold form an employee any part of the wage agreed upon. California Labor Code section 223 makes it unlawful, where a statute or contract requires an employer to maintain a designated wage scale, secretly to pay a lower wage while purporting to pay the wage designated by statute or contract. California Labor Code section 212 prohibits the

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

payment of wages by any instrument that is not negotiable and payable in cash, on demand, without discount.

EMPLOYERS deducted from, withheld, and failed to pay the full amount of the wages earned by EMPLOYEES, and other AGGRIEVED EMPLOYEES, including by rounding recorded time downward, by automatically deducting thirty (30) minutes each day for meal periods that were not provided, and by failing to pay overtime wages, premium wages, sick pay, reporting time pay, and split shift premiums at the rates required by law, while representing on the EMPLOYEES' itemized wage statements that all wages earned had been paid.

By the foregoing conduct, EMPLOYERS secretly paid EMPLOYEES, and other AGGRIEVED EMPLOYEES a lower wage than that designated by statute and by the applicable Wage Order, and paid wages in forms not authorized by law.

As a result of the unlawful acts of EMPLOYERS, EMPLOYEES, and other AGGRIEVED EMPLOYEES are entitled to recover all unlawfully deducted and unpaid wages, together with interest, penalties, and reasonable attorneys' fees and costs, pursuant to Labor Code sections 218.5, 218.6, 221, 222 and 223.

California Labor Code 227.3 (Vested Vacation Wages and Payment Upon Termination)

California Labor Code section 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy.

EMPLOYERS provided paid vacation and/or paid time off to EMPLOYEES, and other AGGRIEVED EMPLOYEES. Upon the separation of their employment, EMPLOYERS failed to pay all vested vacation time as wages at the EMPLOYEES' final rate of pay, including by applying an incorrect final rate of pay and by failing to include all vested but unused vacation and paid time off in the final payment of wages.

As a result of the unlawful acts of EMPLOYERS, EMPLOYEES, and other AGGRIEVED EMPLOYEES are entitled to recover all unpaid vested vacation wages, together with interest thereon and reasonable attorneys' fees and costs pursuant to Labor Code section 227.3

California Code of Regulations Title 8, section 11010, subdivision 14 (Suitable Seating)

California Code of Regulations Title 8, section 11010, subdivision 14, provides that working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats. Further, an adequate number of suitable seats shall be placed in reasonable

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

proximity to the work area and employees shall be permitted to use such seats when not engaged in the active duties of their employment and the nature of the work requires standing.

EMPLOYERS failed to provide EMPLOYEES with suitable seats, constituting an unlawful and/or unfair activity prohibited by the California Code of Regulations Title 8, section 11010, subdivision 14. As a result of the unlawful acts of EMPLOYERS, EMPLOYEES, and other AGGRIEVED EMPLOYEES are entitled to recover all unpaid vested vacation wages, together with interest thereon and reasonable attorneys' fees and costs.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- $50 for any initial violation for each underpaid EMPLOYEES for each pay period for which the EMPLOYEES were underpaid in addition to an amount sufficient to recover unpaid wages;

- $100 for each subsequent violation for each underpaid EMPLOYEES for each pay period for which the EMPLOYEES were underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYERS were and are an employer, and violated EMPLOYEES' and other AGGRIEVED EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

Conclusion

Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEES, acting in the public interest as Private Attorneys General, seek the applicable penalties for themselves, all other AGGRIEVED EMPLOYEES, and the State of California against EMPLOYERS for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 210, 212, 221, 222, 223, 227.3, 226(a), 226.7, 246, 432, 510, 512, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 1199, 2802, California Code of Regulations Title 8, section 11010, subdivision 14, and any and all other applicable law.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

Very truly yours,

Haig B. Kazandjian Lawyers, APC

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.

801 N. BRAND BLVD. SUITE 1015 | GLENDALE, CALIFORNIA 91203 | T: (818) 696-2306 | F: (818) 696-2307

EXHIBIT #2

EXHIBIT 2

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Robledo v. Rockwell Collins Optronics, Inc., et al.,* Superior Court of the State of California, County of Los Angeles, Case No. 24STCV03366**

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Rockwell Collins, Inc. (and as successor in interest to Universal Propulsion Company, Inc. since January 1, 2022), Rockwell Collins Optronics, Inc., B/E Aerospace, Inc., Advanced Thermal Sciences Corporation, Aeronautical Radio, Inc., ARINC Incorporated, Raytheon (CA) Technologies, Inc. (erroneously sued as Raytheon Technologies Corporation) ("Defendants") for alleged wage and hour violations. The Action is brought by Plaintiffs Stephanie Dvorak, Israel Alvarado, Ivan Robledo, Ryan Leeman and Robert Augusto ("Plaintiffs") and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendants in California, and classified as a non-exempt employee at any time during the Class Release Period (October 20, 2018 through July 22, 2026) ("Class Members"), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendants in California, and classified as a non-exempt employee at any time during the PAGA Release Period (September 30, 2018 through July 22, 2026) ("PAGA Group Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Member Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments paid to the PAGA Group Members and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Member Payment is estimated to be <<$_____>> (less withholding), and your Individual PAGA Payment is estimated to <<be $_____>>.** The actual amount you receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Release Period.)

The above estimates are based on Defendants' records showing that **you worked <<_____>> Relevant Workweeks** during the Class Release Period and **you worked <<_____>> PAGA Workweeks** during the PAGA Release Period. If you believe that you worked more Relevant Workweeks and/or PAGA Workweeks during either period, you can

submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Release Period and/or the PAGA Release Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Member Payment, and/or an Individual PAGA Payment. As a Settlement Class Member (defined as all Class Members who do not opt out as well as all PAGA Group Members), though, you will give up your right to assert Class Release Period wage claims and PAGA Release Period penalty claims against Defendants as described in Section 4 below.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Member Payment, however you will preserve your right to personally pursue Class Release Period wage claims against Defendants. If you are a PAGA Group Member, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Class Member Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Settlement Class Member (i.e., a Class Member that has opted out of the class portion of the settlement) and no longer eligible for an Individual Class Member Payment. Non-Settlement Class Members cannot object to any portion of the proposed

is _____.	Settlement. See Section **7** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.
Settlement Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by the Response Deadline _____**	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **8** of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 15 before Judge Timothy Patrick Dillon. This hearing may change as explained below in Section **9**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **9** of this Notice
You Can Challenge the Calculation of Your Relevant Workweeks / PAGA Workweeks **Written Challenges Must be Submitted by the Response Deadline (_____)**	The amount of your Individual Class Member Payment depends on how many Relevant Workweeks you performed any work during the Class Release Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many PAGA Workweeks you performed any work during the PAGA Release Period. The number of Relevant Workweeks and number of PAGA Workweeks you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **5** of this Notice

1. What is this action about?

Plaintiffs were employees of Defendants. The Action accuses Defendants of violating California

labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, engaging in unfair competition, and other alleged violations as described below. Plaintiffs also seek civil penalties in a representative claim under the Private Attorneys General Act ("PAGA").

Defendants strongly deny that they violated any laws or failed to pay any wages and further deny any liability whatsoever to Plaintiffs, the Class, or PAGA Group Members. Defendants contend they complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendants have agreed to pay an "all in" amount of Five Million Two Hundred Fifty Thousand Dollars ($5,250,000.00) (the "Gross Settlement Amount") to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, Administrative Costs, Individual Class Member Payments, and the PAGA Payment (including the Individual PAGA Payments and LWDA Payment). Any employer-side payroll taxes on the portion of the Individual Class Member Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Settlement Administrator no later than 14 days after the Effective Date. The "Effective Date" means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after

Defendants funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Member Payments to Settlement Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Costs. Payment to the Qualified Settlement Fund, estimated not to exceed $_____, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fee Award and Attorneys' Expenses Award. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals $1,750,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed $60,000. The Attorneys' Fees Award shall be allocated among Class Counsel as follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to Haig B. Kazandjian Lawyers, APC. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Enhancement Awards. Enhancement Awards in an amount not more than $30,000 each to the Plaintiffs as their service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Payment. A payment of $105,000 relating to Plaintiffs' claim under PAGA, $78,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining $26,250 will be distributed to the PAGA Group Members as Individual PAGA Payments. The $26,250 payment to PAGA Group Members in the form of Individual PAGA Payments will be calculated by: (a) dividing $26,250 by the total number of PAGA Workweeks worked by all PAGA Group Members during the PAGA Release Period and (b) multiplying the result by each PAGA Group Members' total PAGA Workweeks. ("PAGA Payment Ratio") One hundred percent (100%) of the Individual PAGA Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Workweeks" means total number of workweeks during the PAGA Release Period in which PAGA Group Members recorded performing any work as non-exempt employees in California. "PAGA Workweeks" does not include weeks during which a PAGA Group Member was on PTO, a leave of absence, jury duty, or the like for an entire week and did

not actually work. "PAGA Workweeks" also does not include weeks covered by the Santos Settlement. The PAGA Release Period is September 30, 2018 through July 22, 2026.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. The balance of the Gross Settlement Amount after deduction of the Attorneys' Fees Award, Attorneys' Expenses Award, Enhancement Awards, the PAGA Payment, and Administrative Costs is the "Net Settlement Amount". The Net Settlement Amount shall be distributed as Individual Class Member Payments to the Settlement Class Members. The Net Settlement Amount is estimated to be approximately $3,169,105.00. The Settlement Administrator will pay an Individual Class Member Payment from the Net Settlement Amount to each Settlement Class Member. An Individual Class Member Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Relevant Workweeks worked by all Settlement Class Members during the Class Release Period and (b) multiplying the result by each Settlement Class Member's Relevant Workweeks ("Relevant Workweek Ratio"). "Relevant Workweeks" means the total number of workweeks during the Class Release Period in which Class Members recorded performing any work as non-exempt employees in California. "Relevant Workweeks" does not include workweeks in which individuals did not report performing work (e.g., if a Class Member was on PTO, a leave of absence, jury duty, etc.). "Relevant Workweeks" also does not include workweeks covered by the Santos Settlement.. The number of Relevant Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Relevant Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Member Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Settlement Class Member's Individual Class Member Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Settlement Class Member's Individual Class Member Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099-MISC. The employee portion of all applicable income and payroll taxes will be the responsibility of the Settlement Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member are unique to him/her, and each Settlement Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Member Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants. It is also possible the Settlement will be void if participation does not meet minimum negotiated thresholds.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be distributed to a Court-approved charity, which the Parties propose to be the California Justice Gap Fund.

Settlement Administrator. The Court has appointed a neutral company, _____ (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Class Members who do not opt out of the Settlement Agreement will be bound by a release of all claims that were alleged, or reasonably could have been alleged, whether known or unknown, based on the facts and legal theories raised in the Actions and Operative Complaint against the Released Parties, including the following: (a) failure to pay all wages, and failure to properly calculate all wages, for all hours worked (including minimum wages, straight-time wages, overtime wages, time-and-a-half wages, double-time wages, walking time, waiting time, sick pay, split shifts, synthetic time, reporting time, vacation pay, off-the-clock wages, maximum hours, COVID temperature checks, rounded time and rounded meal/rest time, miscalculation of the regular rate of pay, pre-liminary and post-liminary work, auto-deducted meal periods and all other claims for time earned but not paid or underpaid); (b) failure to provide all proper, duty-free meal periods and/or failure to provide proper/properly calculated meal premiums in lieu thereof; (c) failure to provide proper, duty-free rest breaks and/or failure to provide proper/properly calculated rest break premiums in lieu thereof; (d) failure to provide sick leave, pay sick pay and/or failure to provide sick pay at the regular rate, (e) failure to provide wage statements and/or failure to provide accurate or complete wage statements, including but not limited to the available sick leave balance and COVID sick pay, leave accrual, meal and rest period premiums, reporting time pay and split shift premiums; (f) failure to keep and maintain accurate records, (g) failure to pay or timely pay all wages due at separation of employment; (h) failure to pay wages timely during employment and/or within seven days of the close of the pay period; (i) failure to reimburse necessary business expenses; (j) failure to respond and/or fully respond to records requests, (k) unlawful deductions and improper forms of

payment, , (l) secret payment of lower wages than designated by statute; (m) unfair business practices; (n) any other claims or penalties under the wage and hour laws pleaded in the Actions; and (o) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including a release of class claims that could have reasonably been based on the facts stated in the Operative Complaint under the applicable Wage Orders and the California Unfair Competition Law. Settlement Class Members do not release any class or statutory claims outside the definition of Released Class Claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Release Period. Plaintiffs and Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Actions against Released Parties. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims or Released Parties, and by virtue of this Settlement Agreement, Plaintiffs and the Class Members who do not opt-out shall be deemed to have, and by operation of the Final Approval Order and Final Judgment made by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims against Released Parties.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. The LWDA, the State of California, Plaintiffs, and all PAGA Group Members (who do not have a right to opt out of this Settlement Agreement) will be bound by a release of all PAGA claims for civil penalties that were alleged, or reasonably could have been alleged, based on the facts and legal theories raised in the Actions, Operative Complaint, and/or Operative Amended PAGA Notices, whether known or unknown, including the following: (a) failure to pay all wages, and failure to properly calculate all wages, for all hours worked (including minimum wages, straight-time wages, overtime wages, time-and-a-half wages, double-time wages, walking time, waiting time, sick pay, split shifts, synthetic time, reporting time, vacation pay, off-the-clock wages, maximum hours, COVID temperature checks, rounded time and rounded meal/rest time, miscalculation of the regular rate of pay, pre-liminary and post-liminary work, auto-deducted meal periods and all other claims for time earned but not paid or underpaid); (b) failure to provide all proper, duty-free meal periods and/or failure to provide proper/properly calculated meal premiums in lieu thereof; (c) failure to provide proper, duty-free rest breaks and/or failure to provide proper/properly calculated rest break premiums in lieu thereof; (d) failure to provide sick leave, pay sick pay and/or failure to provide sick pay at the regular rate, (e) failure to provide wage statements and/or failure to provide accurate or complete wage statements, including but not limited to the available sick leave balance and COVID sick pay, leave accrual, meal and rest period premiums, reporting time pay and split shift premiums; (f) failure to keep and maintain accurate records, (g) failure to pay or timely pay all wages due at separation of employment; (h) failure to pay wages timely during employment and/or within seven days of the close of the pay period; (i) failure to reimburse necessary business expenses; (j) failure to respond and/or

fully respond to records requests, (k) unlawful deductions and improper forms of payment, (l) failure to provide suitable seating, (m) secret payment of lower wages than designated by statute;; (n) any other claims or penalties under the wage and hour laws pleaded in the Actions; and (o) all other damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under PAGA based on the above released claims or that could have reasonably been based on the facts stated in the Operative Complaint and/or Operative Amended PAGA Notice. The Final Judgment will have res judicata effect over the Released PAGA Claims. The PAGA Group Members do not release any PAGA claims outside the definition of Released PAGA Claims or PAGA claims based on facts occurring outside the PAGA Release Period.

Released Parties. The Released Parties are: Defendants and Associated Entities and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint obligors, joint employers, joint venturers, and other related entities including but not limited to RTX Corporation, United Technologies Corporation, United Technologies Aerospace Systems, Goodrich Corporation, Air Routing International, LP, Teklam Corporation, and Hamilton Sundstrand Corporation.

5. How much will my payment be?

Individual Class Member Payments. The Settlement Administrator will calculate Individual Class Member Payments by (a) dividing the Net Settlement Amount by the total number of Relevant Workweeks worked by all Settlement Class Members during the Class Release Period and (b) multiplying the result by each Settlement Class Member's Relevant Workweeks ("Relevant Workweek Ratio").

Defendants' records reflect that you worked <<_____>> Relevant Workweeks during the Class Release Period (October 20, 2018 through July 22, 2026).

Based on this information, your estimated Individual Class Member Payment from the Net Settlement Amount is <<_____>>.

Defendants' records reflect that you worked <<_____>> PAGA Workweeks during the PAGA Release Period (September 30, 2018 through July 22, 2026). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 15 days in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Settlement Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendants' calculation of Relevant Workweeks based on

Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Relevant Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Member Payment will be mailed automatically to the same address as this Class Notice.

The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Class Member Payment and the Individual PAGA Payment.

The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Class Settlement (i.e., every Non-Settlement Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Class Notice has the Settlement Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Member Payment from the Settlement**, **and you will not be bound by a release of the Released Class Claims, which means you will retain the right to sue Defendants for the Released Class Claims.** However, PAGA Group Members who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Payment amount is $105,000.00, of which $26,250.00 will be distributed to the PAGA Group Members to be allocated based on their respective PAGA Workweeks. Your share of the PAGA Payment, if any, is set forth in Section 5 above.

To opt out, you must submit to the Settlement Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Robledo v. Rockwell Collins Optronics, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number, last four digits of their Social Security Number, and whether they intend to appear. Please include the name and number of the case, which is *Robledo v. Rockwell Collins Optronics, Inc.*, Case

No. 24STCV03366. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Enhancement Awards. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at for this Settlement <<_____>> or on the Court's website (http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil) and entering the Case No. 24STCV03366.

A Settlement Class Member who disagrees with any aspect of the Settlement Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Settlement Administrator is** _____[forty-five (45) days after the mailing of the Class Notice or an additional 15 days in the case of re-mailing]. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Robledo v. Rockwell Collins Optronics, Inc.*, Case No. 24STCV03366, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Settlement Administrator's contact information is as follows:

Settlement Administrator:
Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at https://www.lacourt.org/lacc/. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Haig B. Kazandjian (SBN 278622)
Cathy Gonzalez
Haig B. Kazandjian Lawyers, APC
801 N. Brand Boulevard, Suite 1015
Glendale, California 91203-1390
Telephone: (818) 696-2306
Facsimile: (818) 696-2307
Email: haig@hbklawyers.com
cathy@hbklawyers.com

COUNSEL FOR DEFENDANTS:

Evan Moses
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Time) on _____, in Department 15 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to the Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at https://www.lacourt.org/lacc/. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website at <<_____>>. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil) and entering the Case No. 24STCV03366.

10. How Can I Get More Information?

You may call the Settlement Administrator at _____ or write to *Robledo v. Rockwell Collins Optronics, Inc.* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the Administrator's website at **<<_____>>.** You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil) and entering the Case No. 24STCV03366. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

- **What if You Fail to Cash a Check -** Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Settlement Administrator shall direct all unclaimed funds to be paid to a Court-approved charity, which is proposed to be the California Justice Gap Fund.

- **What if You Lose Your Check -** If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara, La Jolla, California 92037
Tel: (858) 551-1223
Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law
Admitted: 1973, Illinois; 1976, California
Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.
Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.
Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973); Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation
Admitted: 1999, California
Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals
Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)
Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2006, California
Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)
Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Awards: Rising Star 2015

Nicholas J. De Blouw
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee
Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2010, California
Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio
Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2018, California; 2004, Nevada
Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2011, California; 2016 Arizona
Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: San Diego State University; California Western School of Law

Christine Levu
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2012, California
Educated: University of California, Irvine; California Western School of Law

Andrew Ronan
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2020, New Mexico
Educated: University of Southern California; California Western School of Law

Sergio Julian Puche
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2013, California
Educated: University of California, Irvine; California Western School of Law

Trevor Moran
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2020, California
Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2024, California; 2014, Mexico
Educated: The Juarez University

Justin Hewgill
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2008, California,
Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);
In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshow v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd. Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., *LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc.,San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA,U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P. , U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior

Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v.Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC,

Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC , U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No.05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc.,U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc.,U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company,United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest. Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C. , San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v.

Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc.,U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electonics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Norther District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court,

Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc, Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Oufitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County

Superior Court, Case No. BC608948; Stone v. Progistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc.– Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v.

AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765;Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx

Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa Counrt Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank –San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v.The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC –U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc.– Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation –Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County

Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co, – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc, – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG;Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior C ourt, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____ ; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday Al Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Egineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **Nick@bamlawca.com**
WRITERS EXT: 1004

August 9, 2019
CA1869

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Rockwell Collins, Inc.
Certified Mail # 70181830000123837390
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Air Routing International L.P.
Certified Mail # 70181830000123837406
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by Defendants Rockwell Collins, Inc. and/or Air Routing International L.P. in California during the time period of August 9, 2018 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Dvorak ("Plaintiff"), and other Aggrieved Employees in a lawsuit against Defendants Rockwell Collins, Inc. and/or Air Routing International L.P. ("Defendant"). Plaintiff was employed by Defendant in California from November of 2018 to May of 2019 as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558,

1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq*. The filing fee of $75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

K:\D\Dropbox\Pending Litigation\Collins Aerospace - Dvorak\l-paga-01.wpd

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **Nick@bamlawca.com**
WRITERS EXT: 1004

November 12, 2021
CA1869

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Rockwell Collins, Inc.
Certified Mail #70211970000003066163
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Air Routing International L.P.
Certified Mail #70211970000003066156
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Amended Notice For LWDA, Case No. 37-2019-00064397-CU-OE-CTL

Re: Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Stephanie Dvorak and Israel ALvarado, and other Aggrieved Employees in a lawsuit against Defendant Rockwell Collins, Inc. ("Defendant").

Plaintiff Dvorak originally sent a PAGA Notice on August 9, 2019, which gave notice to the LWDA, Defendant Rockwell Collins, Inc., and then-Defendant Air Routing International L.P., to enable Plaintiff Dvorak to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*.

This Amended Notice is intended to amend Plaintiff Dvroak's original PAGA Notice and to add an additional Plaintiff, Israel Alvarado. Plaintiffs Stephanie Dvorak and Israel Alvarado shall collectively hereinafter be referred to as "Plaintiffs."

"Aggrieved Employees" refers to all individuals who are or previously were employed by Defendants Rockwell Collins, Inc. in California during the time period of

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

August 9, 2018 until a date as determined by the Court. Our offices represent Plaintiffs, and other Aggrieved Employees, in a lawsuit against Defendant. Plaintiff Dvorak was employed by Defendant in California from November of 2018 to May of 2019 as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Plaintiff Alvarado was employed by Defendant in California from April 2003 to September 2021as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the First Amended Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This amended notice is provided to enable Plaintiffs to proceed with a Complaint against Defendant as authorized by California Labor Code section 2695, *et seq*. The filing fee of $75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiffs, the Defendant and the amended notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this amended notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

K:\D\Dropbox (NBB)\Pending Litigation\Collins Aerospace - Dvorak\Correspondence\l-AMENDED-paga-01.wpd

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **Nick@bamlawca.com**
WRITERS EXT: 1004

October 3, 2023
CA1869

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Rockwell Collins, Inc.
Certified Mail #9589071052700182374743
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Air Routing International L.P.
Certified Mail #9589071052700182374736
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Second Amended Notice For LWDA, Case No. LWDA-CM-729699-19; San Diego County Case No.: 37-2019-00064397-CU-OE-CTL

Re: Second Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Section 1 1070(14), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Stephanie Dvorak and Israel Alvarado (Collectively "Plaintiffs") and other Aggrieved Employees in a lawsuit against Defendant Rockwell Collins, Inc. ("Defendant").

Plaintiff Dvorak originally sent a PAGA Notice on August 9, 2019, which gave notice to the LWDA, Defendant Rockwell Collins, Inc., and then-Defendant Air Routing International L.P., to enable Plaintiff Dvorak to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

Plaintiff's Dvorak and Alvarado then sent an Amended PAGA Notice on November 12, 2021, to amend Plaintiff Dvorak's original PAGA Notice and to add an additional Plaintiff, Israel Alvarado.

This Second Amended Notice is intended to amend Dvorak and Alvarado's Amended PAGA notice. First, to include additional facts pertaining to the underpayment of wages for all time worked, specifically, Respondent's uniform practice of "rounding" time worked by employees, the miscalculation of the regular rate pay for meal periods, rest periods and sick pay are violations of the Labor Code. Second, the PAGA Notice is hereby amended to include unlawful deductions under Labor Code § 221. Third, untimely wages under Cal. Labor Code §204(d). And Fourth, the PAGA Notice is amended to include Defendant's failure to provide suitable seating to employees in violation of California Labor Code Section 1198 and California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating) and Wage Order 4-2001, Section 14.

"Aggrieved Employees" refers to all individuals who are or previously were employed by Defendants Rockwell Collins, Inc. in California during the time period of August 9, 2018 until a date as determined by the Court. Our offices represent Plaintiffs, and other Aggrieved Employees, in a lawsuit against Defendant. Plaintiff Dvorak was employed by Defendant in California from November of 2018 to May of 2019 as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Plaintiff Alvarado was employed by Defendant in California from April 2003 to September 2021as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Second Amended Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at

issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This amended notice is provided to enable Plaintiffs to proceed with a Complaint against Defendant as authorized by California Labor Code section 2695, *et seq*. The filing fee of $75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiffs, the Defendant and the amended notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this amended notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Sergio J. Puche*

Sergio J. Puche, Esq.

C:\Users\assistant3\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\TRTWATUZ\l-SECOND-AMENDED-paga-01.wpd