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FILED
Superior Court of California
County of Los Angeles
04/21/2025
David W. Slayton, Executive Officer / Clerk of Court
By: M. Carino Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WILLIAM SANTOS, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

UNITED AERONAUTICAL CORPORATION,
a California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 23STCV24020

Assigned for All Purposes to:
Honorable Timothy Patrick Dillon
Department 73

~~PROPOSED~~ **AMENDED ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT**

RESERVATION ID: 221983725419

Hearing Date: March 27, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 73

Complaint Filed: October 3, 2023
Trial Date: None Set

1 This matter has come before the Honorable Timothy Patrick Dillon on Plaintiff William
2 Santos' ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor Code § 2698,
3 *et seq.*) Settlement Agreement. This Court reviewed the papers submitted by Plaintiff in support
4 of approval of the Settlement Agreement ("Settlement Agreement," "Settlement," and
5 "Agreement") pursuant to Labor Code section 2698, *et seq.* (Private Attorneys General Act of
6 2004 ("PAGA")). The Settlement Agreement is attached hereto as **Exhibit 1**. Based upon this
7 review, the Court finds good cause to enter this Order.

8 **FINDINGS:**

9 Unless otherwise specified, defined terms in this Order have the same definition as the
10 terms in the Settlement Agreement.

11 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
12 individually and in the capacity as the private attorney general proxy or agent of the State of
13 California, against Defendant United Aeronautical Corporation ("Defendant").

14 Pursuant to Labor Code section 2699.3, on July 25, 2023, Plaintiff submitted a written
15 notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant
16 to notify the LWDA and Defendant of the alleged Labor Code violations.

17 On October 3, 2023, Plaintiff filed this representative PAGA action against Defendant,
18 individually and on behalf of California and all Settlement Group Members.

19 After engaging in extensive discovery, investigations, and negotiation, the Parties
20 ultimately decided to settle this lawsuit.

21 The Parties expressly acknowledge that the Settlement Agreement is entered solely for
22 the purpose of compromising the significantly disputed PAGA claim and that nothing contained
23 therein is an admission of liability or wrongdoing by Defendant.

24 The Court finds that the Settlement Agreement was entered in good faith. The Court also
25 finds that the Parties have satisfied the standards and applicable requirements for the approval
26 of a settlement of the PAGA claim.

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1 Pursuant to Labor Code sections 2699(1)(2) and (1)(4), the Court finds that the LWDA
2 was given timely notice of the Agreement. On March 5, 2025, Plaintiff submitted a Notice of
3 Settlement to the LWDA, which included the Settlement Agreement as an attachment.

4 Having reviewed the evidence and papers submitted and considered any argument of
5 counsel, the Court grants the motion and approves the terms of the settlement as set forth in the
6 Settlement under Labor Code section 2699(1)(2) as fair, adequate, and reasonable.

7 **IT IS ORDERED THAT:**

8 1. The “Settlement Group Members” are defined as all current and former
9 non-exempt or hourly-paid employees who worked for Defendant within the State of California
10 at any time during the period from July 25, 2022, through November 30, 2024 (“Settlement
11 Group Members” and “Settlement Period”).

12 2. Apex Class Action Administration is appointed as the Settlement
13 Administrator.

14 3. Defendant shall pay the Gross Settlement Amount of \$65,000 in
15 accordance with the Settlement Agreement.

16 4. The Court approves the: (a) Attorneys’ Fees Award of up to \$22,750 (35%
17 of the Gross Settlement Amount) to Plaintiff’s Counsel; (b) Litigation Costs Award of \$5,245.98
18 to Plaintiff’s Counsel; (c) Enhancement Payments of up to \$5,000 to Plaintiff; and (d)
19 Administration Costs of up to \$4,500 to the Settlement Administrator, all payable from the
20 Gross Settlement Amount. The Court finds the amounts requested are fair and reasonable.

21 5. After deducting the above-mentioned payments, the balance of the
22 settlement amount will be \$27,504.02 (“PAGA Penalties Fund”). Under the terms of the
23 Settlement Agreement, seventy-five percent (75%) of the PAGA Penalties Fund (\$20,628.02)
24 will be paid to the LWDA (“LWDA Payment”), and the remaining twenty-five percent (25%)
25 of the PAGA Penalties Fund (\$6,876) will be paid to the Settlement Group Members
26 (“Individual Settlement Awards”) using the formula set forth in the Settlement Agreement.

27 ///

1 6. The Court authorizes the Settlement Administrator to calculate and pay the
2 Individual Settlement Awards in accordance with the terms set forth in the Settlement.

3 7. Within ten (10) calendar days of the Effective Date (as defined in the
4 Agreement), Defendant shall provide to the Settlement Administrator a list of Settlement Group
5 Members that identifies each of their: (a) Social Security numbers; (b) last known addresses; (c)
6 telephone numbers; and (d) number of pay periods worked during the Settlement Period.

7 8. Defendant shall deposit the Gross Settlement Amount into the qualified
8 settlement fund created by the Settlement Administrator within fifteen (15) calendar days of the
9 Effective Date.

10 9. Within fourteen (14) calendar days of the funding of the Gross Settlement
11 Amount, the Settlement Administrator will issue the payments to the appropriate entities or
12 persons. The Settlement Administrator shall obtain approval from all counsel of the calculations
13 before disbursing the payments.

14 10. Settlement checks to Settlement Group Members will remain negotiable
15 for one hundred eighty (180) calendar days after the date of their issuance (“Check Stale Date”).
16 Any settlement checks to Settlement Group Members that are not cashed, deposited, or
17 negotiated after the Check Stale Date will be void, and the amount of those settlement checks
18 will be directed to the California State Controller for deposit in the Unclaimed Property Fund
19 in the name of the employee.

20 11. Any settlement checks to the Settlement Group returned as undeliverable
21 on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the
22 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
23 Administrator will attempt to determine the correct address using a skip trace or other reasonable
24 method and will then perform a single remailing.

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27 ///

1 12. Any Settlement Group Member who cannot be located after the above
2 procedures are followed will continue to be bound by the Agreement. The funds associated with
3 such Settlement Group Member's Individual Settlement Award will be directed to the California
4 State Controller for deposit in the Unclaimed Property Fund in their name.

5 13. The Court approves, as to form and content, the explanatory letter to be
6 mailed to the Settlement Group Members in English and Spanish attached as **Exhibit A** to the
7 Agreement. Each Individual Settlement Award check will be accompanied by a copy of the
8 explanatory letter to the Settlement Group Members.

9 14. The Released Parties include Defendant and any of its past, present and
10 future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as
11 each of its or their past, present and future officers, directors, employees, partners, members,
12 shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
13 be jointly liable with Defendant ("Released Parties").

14 15. Effective on the date when Defendant fully funds the Gross Settlement
15 Amount, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf
16 of themselves and their former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, Defendant and the Released Parties from all claims for
18 PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the
19 operative complaint and PAGA notice that occurred during the Settlement Period. These claims
20 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246,
21 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

22 16. Effective on the date when Defendant fully funds the entire Gross
23 Settlement Amount, Plaintiff and his former and present spouses, representatives, agents,
24 attorneys, heirs, administrators, successors, and assigns generally release and discharge
25 Defendant and the Released Parties from all claims, transactions, or occurrences that occurred
26 during the Settlement Period. For purposes of this general release, Plaintiff expressly waives
27 and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542.
28

1 17. The Court sets a compliance hearing for February 20, 2026 at 8:30 a.m. in
2 Department 73. At least seven (7) court days before this hearing, Plaintiff shall file a compliance
3 status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall
4 specify the total amount paid to Settlement Group Members and residual of the unclaimed
5 settlement funds that will be paid to the entity identified as the recipient of such funds in the
6 Settlement Agreement.

7 18. Plaintiff's compliance with the notice procedures described in the
8 Settlement Agreement shall constitute due and sufficient notice to the LWDA and shall be
9 deemed to satisfy any requirement of due process. Nothing else shall be required of, or done by,
10 the Parties, Plaintiff's Counsel, or Defendant's counsel to provide notice of the settlement.

11 19. Pursuant to Code of Civil Procedure section 664.6, the Court shall fully
12 retain continuing jurisdiction over this matter and the Parties necessary to enforce and effectuate
13 the terms and intent of the Agreement.

14 20. Nothing in this Order or Settlement Agreement shall be construed as
15 evidence of an admission or concession by any of the Parties. This Order and Settlement
16 Agreement only represent a compromise of significantly disputed allegations.

17 21. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or
18 expenses related to the claims encompassed by the Agreement other than those set forth above.

19 22. Pursuant to Labor Code section 2699(1)(3) and (1)(4), within ten (10)
20 calendar days of entry of this Order, Plaintiff shall provide a copy of this Order to the LWDA.

21
22 **IT IS SO ORDERED.**

23
24 Dated: 04/21/2025



25 HONORABLE ~~TIMOTHY PATRICK DILLION~~
26 JUDGE OF THE SUPERIOR COURT

27 Gary D. Roberts

EXHIBIT 1

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims (“Agreement”) is made by and between Plaintiff William Santos (“Plaintiff”) and Defendant United Aeronautical Corporation (“Defendant”). Plaintiff and Defendant are jointly referred to in this Agreement as the “Parties”.

RECITALS

A. Plaintiff was employed by Defendant from July 2022 to May 2023 as a Facilities Coordinator.

B. Plaintiff alleges the following claims against Defendant: (1) unpaid overtime (Labor Code sections 510 and 1198); (2) unpaid meal and rest period premiums (Labor Code sections 226.7 and 512); (3) unpaid minimum wages (Labor Code sections 1194 and 1197); (4) final wages not timely paid (Labor Code sections 201 and 202); (5) non-compliant wage statements (Labor Code section 226(a)); and (6) unreimbursed business expenses (Labor Code sections 2800 and 2802).

C. After engaging in discovery, investigations, and negotiations, the Parties agreed to settle Plaintiff’s claims individually.

D. Defendant disputes and denies all claims and denies that Plaintiff is entitled to any compensation or other monetary or non-monetary relief beyond what Plaintiff already received.

E. The Parties wish to fully and finally settle, compromise, release and dispose of all of Plaintiff’s claims against Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future owners, officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant (“Released Parties”) as set forth in this Agreement, except for any claims that the law does not permit to waive by signing this Agreement.

F. The completion of this Agreement and all rights and obligations contemplated herein, is conditioned upon the entry of an order approving the Private Attorneys General Act settlement in *Santos v. United Aeronautical Corporation*, Case Number 23STCV24020 (the “Lawsuit”).

NOW THEREFORE, in consideration of the promises made herein, the Parties hereby agree as follows:

COVENANTS

1. **Settlement Payment.** In full and final settlement of all claims Plaintiff may have against Defendant and the Released Parties in this matter, Defendant agrees to pay Plaintiff the total sum of \$5,000 (“Settlement Payment”).

- (a) One check payable to Plaintiff for alleged wage-based damages in the gross amount of \$500, less applicable taxes and other authorized or required withholdings, for which an IRS Form W-2 will be issued to Plaintiff.
- (b) One check payable to Plaintiff for alleged penalties and interest in the amount of \$2,600 for which an IRS Form 1099 will be issued to Plaintiff.
- (c) One check payable to Plaintiff's counsel, Justice Law Corporation, in the amount of \$1,900 for attorneys' fees and expenses for which an IRS Form 1099 will be issued to Plaintiff's counsel.

Plaintiff acknowledges that the Settlement Payment is in addition to anything Plaintiff would have received had Plaintiff not signed this Agreement. The amount Defendant is paying in consideration for the Agreement will be treated as taxable compensation but is not intended by either Party to be treated as compensation for purposes of eligibility or benefits under any benefit plan of Defendant.

2. **Condition Precedent.** The completion of this Agreement and all rights and obligations contemplated herein, is conditioned upon the entry of an order approving the Settlement Agreement in *Santos v. United Aeronautical Corporation*, Case Number 23STCV24020).

3. **Timing of Settlement Payments.** Defendant shall issue the check within fifteen (15) calendar days of the Effective Date of the settlement in the Lawsuit, as defined in the "Settlement Agreement" pertaining to the Lawsuit. The Settlement Agreement and this Agreement will be executed concurrently by the Parties.

4. **Completion of an IRS Form W-4 and W-9.** Plaintiff and Plaintiff's counsel agree to complete an IRS Form W-4 and W-9 as necessary and/or provide employer identification numbers along with this Agreement.

5. **Responsibility for Tax Obligations.** Defendant makes no representation as to the taxability of the amounts being paid to Plaintiff and Plaintiff's counsel under this Agreement. Plaintiff agrees to pay any federal or state taxes required by law to be paid with respect to this settlement, if any. This Agreement is not intended, nor does it purport to give Plaintiff advice or counseling concerning federal, state, or local tax responsibilities or liabilities.

6. **General Release of All Claims.** In consideration for the Settlement Payment being made herein, Plaintiff, on Plaintiff's own behalf, and on behalf of Plaintiff's heirs, family members, executors, and assigns, releases Defendant and the Released Parties from, and agrees not to sue concerning, any claim, duty, obligation, or cause of action relating to any matters of any kind that Plaintiff may possess arising from any omissions, acts, or facts that have occurred up to the date Plaintiff executes this Agreement ("Released Claims"). The Released Claims include:

- (a) Any and all claims for wrongful discharge of employment, retaliatory termination, termination in violation of public policy, constructive discharge, negligent hiring, retention or supervision, quantum meruit, breach of contract, both express and implied, breach of the covenant of good faith and fair dealing, both express and implied, promissory estoppel, negligent or

intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, negligence, personal injury, invasion of privacy, and conversion;

- (b) Any and all claims arising under any federal, state, or municipal constitution, statute, regulation, ordinance, and common law, including, but not limited to, Title VII of the Civil Rights Act of 1964, Civil Rights Act of 1991, Americans with Disabilities Act of 1990, 42 U.S.C. section 1981, Employee Retirement Income Security Act of 1974, Worker Adjustment and Retraining Notification Act, Family Medical Leave Act, and Labor Code; any applicable Industrial Welfare Commission wage order; Fair Employment and Housing Act; and Business and Professions Code section 17200, *et seq.*;
- (c) Any and all claims for wages, bonuses, commissions, overtime, minimum wages, meal and rest break premiums, “off-the-clock” violations, waiting time penalties, pay stub penalties, recordkeeping violations, unreimbursed business expenses, deductions from pay, statutory penalties, civil penalties, liquidated damages, restitution, paid sick leave, vacation pay, severance pay, or any other form of compensation of any kind;
- (d) All and all claims that were or could have been alleged in the Complaint against Defendant;
- (e) Any and all claims arising from or relating to Plaintiff’s employment with Defendant;
- (f) Any and all claims for discrimination and retaliation; and
- (g) Any and all claims for attorneys’ fees and costs.

The Released Claims do not include: (a) any claims that may not be waived by private agreement without judicial or governmental supervision; (b) claims for workers’ compensation benefits or unemployment insurance benefits (except for claims made under Labor Code sections 132a and/or 4553); (c) claims alleging any breach of this Agreement; or (d) any rights or claims that cannot be waived as a matter of law.

7. **Waiver of Unknown Claims.** Plaintiff understands that Plaintiff is releasing claims that Plaintiff may know about, as well as claims that Plaintiff may not know about. Even if Plaintiff or Plaintiff’s counsel discovers facts in addition to or different from those Plaintiff now knows or believes to be true with respect to the subject matter of the Released Claims, those claims will remain released and forever barred. Plaintiff knowingly and voluntarily waives all rights Plaintiff might have under Civil Code section 1542, and any other analogous rule or principle of law. Section 1542 states:

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.

8. **Confidentiality.** Plaintiff, on Plaintiff's own behalf, and on behalf of Plaintiff's heirs, family members, executors, and assigns, and Defendant and the Released Parties agree to maintain the fact of the settlement, underlying facts, evidence, and terms of settlement completely confidential between the Parties, Plaintiff's spouse, Parties' accountants, officers, managers, and attorneys who have a business need to know about the terms of this settlement, except as compelled by law. If any party, accountant, or counsel to this litigation is contacted about this matter, such party, accountant, or counsel shall state that the legal action has been resolved.

9. **Miscellaneous.** This Agreement together with the Settlement Agreement of the Lawsuit constitute the final and exclusive embodiment of the entire agreement between the Parties regarding its subject matter. This Agreement is entered without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations. This Agreement may not be modified or amended except in a writing signed by both Plaintiff and duly authorized officer of Defendant. The Agreement shall be binding upon the Parties and the heirs, personal representatives, successors, and assigns of the Parties. However, neither this Agreement nor any right hereunder shall be assignable by Plaintiff without the written consent of Defendant.

10. **No Admission of Liability.** This Agreement constitutes a compromise and settlement of highly disputed claims. Nothing contained herein shall be deemed to constitute an admission of liability or wrongdoing of any kind whatsoever on the part of Defendant or any Released Party. By entering this Agreement, Defendant intends to merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

11. **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected. Furthermore, the illegal, unenforceable, or invalid part, term, or provision of this Agreement shall be deemed not to be a part of this Agreement.

12. **Jointly Drafted.** This Agreement shall be deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party since all Parties have participated in the negotiation and drafting of this Agreement.

13. **Counterpart Originals.** This Agreement may be executed in counterpart originals with each counterpart to be treated the same as a single original.

14. **Governing Law.** This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of California.

15. **Voluntary Execution of Agreement**. This Agreement is executed voluntarily and without any duress or coercion on the part of the Parties hereto. The Parties acknowledge that:

- (a) The Parties have read this Agreement;
- (b) The Parties have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (c) The Parties understand the terms and consequences of this Agreement and of the release it contains; and
- (d) The Parties are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

William Santos, an individual

United Aeronautical Corporation



By: _____

Dated: 1/21/25

Dated: _____

15. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or coercion on the part of the Parties hereto. The Parties acknowledge that:

- (a) The Parties have read this Agreement;
- (b) The Parties have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (c) The Parties understand the terms and consequences of this Agreement and of the release it contains; and
- (d) The Parties are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

William Santos, an individual

United Aeronautical Corporation

By: _____

COURTNEY COLE

Dated: _____

Dated: 01-10-2025

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Santos v. United Aeronautical Corporation
Superior Court of California, County of Los Angeles
Case No. 23STCV24020

Dear [Settlement Group Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Los Angeles, entitled *Santos v. United Aeronautical Corporation*, Case Number 23STCV24020 ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit

Pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")), on October 3, 2023, Plaintiff William Santos ("Plaintiff"), a former employee of Defendant United Aeronautical Corporation ("Defendant"), commenced this Lawsuit by filing a complaint in the Superior Court of California, County of Los Angeles, on behalf of the State of California and all current and former non-exempt or hourly-paid employees who worked for Defendant within the State of California at any time during the period from July 25, 2022, through November 30, 2024 ("Settlement Group," "Settlement Group Members," and "Settlement Period").

In the Lawsuit, Plaintiff claimed Defendant owed civil penalties under PAGA to Plaintiff and the Settlement Group Members for alleged violations of the Labor Code. Defendant denies that it violated the Labor Code, denies the allegations in the operative complaint, and denies all liability under PAGA to Plaintiff, Settlement Group Members, and State of California.

The merits of the Lawsuit have not been determined. However, on [REDACTED], the Superior Court of California, County of Los Angeles, approved a settlement of the Lawsuit that Defendant entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Los Angeles, involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods you worked for Defendant during the Settlement Period relative to all other Settlement Group Members.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided and transmitted to the California State Controller for deposit in the Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

As a result of this settlement, Plaintiff, LWDA, and you are deemed to release, on behalf of yourself and your former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant ("Released Parties") from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 ("Released Claims").

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check if your Individual Settlement Award is \$600 or more. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Los Angeles, about this letter, settlement, settlement check sent to you, or Lawsuit in general. If you have questions about this letter, settlement, settlement check sent to you, or Lawsuit in general, you may contact the Settlement Administrator [REDACTED] at [REDACTED].

Dated: **INSERT DATE**

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On April 23, 2025, I served the foregoing document described as

**AMENDED ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT**

for the following case: **Santos v. United Aeronautical Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-970760-23**
Court Case No.: 23STCV24020
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

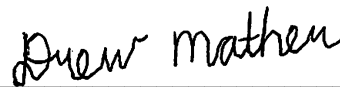
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on April 23, 2025, at Pasadena, California.



Drew Mather