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individually, and on behalf of other similarly
situated employees

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

DANIEL MUNGUIA, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

MOOG INC.; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 24STCV11688
[related to Case No. 24STCV17560]

Honorable William F. Highberger
Department 10

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 24, 2025
Time: 11:30 a.m.
Dept.: 10

Complaint Filed: May 8, 2024
FAC Filed: August 22, 2025
Trial Date: Not Set

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[PROPOSED] ORDER

On November 24, 2025 at 11:30 a.m. in Department 10 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Daniel Munguia’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable William F. Highberger. Blackstone Law, APC appeared on behalf of Plaintiff and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendant Moog Inc. (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsels’ Fees and Litigation Expenses, Class Representative Service Payment, LWDA PAGA Payment, Administration Expenses Payment, and payments to the Participating Class Members and

1 Aggrieved Employees provided for in the Settlement Agreement, appear to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement awards made available to the Class Members and
5 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome
6 of further litigation relating to certification, liability, and damages issues and are consistent with the
7 requirements of California Labor Code § 2699(e)(1).

8 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
9 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
10 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
11 (b) common questions of law and fact predominate, and there is a well-defined community of interest
12 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
13 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
14 protect the interests of the members of the Class; (e) a class action is superior to other available
15 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
16 counsel for Plaintiff in his individual capacity and as the representative of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
18 follows:

19 All non-exempt employees employed by Defendant in California at any time during
20 the Class Period. This also includes non-exempt employees employed via a staffing
21 company who worked for Defendant in California at any time during the Class
22 Period.

23 (The Class Period is defined as the period from December 3, 2020 through May 5,
24 2025.)

25 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke,
26 Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for
27 the Class ("Class Counsel").

28 8. The Court provisionally appoints Plaintiff Daniel Munguia as the representative of the
Class ("Class Representative").

9. The Court provisionally appoints CPT Group, Inc. to handle the administration of the

1 Settlement (“Administrator”).

2 10. Within twenty-one (21) calendar days after entry of this Order, Defendant will provide
3 the Administrator with the following information about each Class Member: full name, last known
4 mailing address, Social Security number, dates employed by Defendant during the Class Period,
5 number of Work Weeks and PAGA Pay Periods, as well as any other relevant information needed to
6 calculate settlement payments (collectively referred to as the “Class Data”) in conformity with the
7 Settlement Agreement.

8 11. The Court approves, both as to form and content, the Court Approved Notice of Class
9 Action and Representative Settlement and Hearing Date for Final Court Approval (“Class Notice”)
10 attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set
11 forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and
12 accurately inform the Class Members of all material elements of the Settlement, of Class Members’
13 right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class
14 Members’ right to dispute the Work Weeks and/or PAGA Pay Periods credited to each of them by
15 submitting a challenge to Work Weeks and/or Pay Periods, and of each Settlement Class Member’s
16 right and opportunity to object to the Class Settlement by submitting an Objection to the
17 Administrator. The Court further finds that distribution of the Class Notice substantially in the manner
18 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the
19 Settlement Agreement and this Order, meet the requirements of due process and shall constitute due
20 and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail
21 the Class Notice by First-Class U.S. Mail to all Class Members within fourteen (14) calendar days of
22 receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
26 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
27 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
28 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed

1 Class Notice, the Response Deadline shall be extended fourteen (14) calendar days from the original
2 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
3 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
4 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
5 Nevertheless, all Aggrieved Employees will be bound by the PAGA Settlement and issued their
6 Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class
7 Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class
8 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

9 13. A Final Approval Hearing shall be held before this Court on
10 _____ at _____ a.m./p.m. in Department 10 of the Los Angeles
11 County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
12 California 90012, to determine all necessary matters concerning the Settlement, including: whether
13 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
14 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
15 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
16 Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved
17 Employees; and determine whether to approve the requests for the Class Counsels' Fees and Litigation
18 Expenses, Class Representative Service Payment, Administration Expenses Payment, and allocation
19 for the PAGA Penalties.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
21 Counsels' Fees and Litigation Expenses, Class Representative Service Payment, and Administration
22 Expenses Payment, along with the appropriate declarations and supporting evidence, including the
23 Administrator's declaration, by _____, to be heard at the Final Approval
24 Hearing.

25 15. To object to the Class Settlement, a Participating Class Member must submit their
26 Objection to the Administrator on or before the Response Deadline. The Objection must be signed and
27 must contain the information that is required, as set forth in the Class Notice, including and not limited
28 to the grounds for the objection. Participating Class Members, individually or through counsel, may

1 also present their objection orally at the Final Approval Hearing, regardless of whether they have
2 submitted an Objection.

3 16. In the event the Settlement does not become effective in accordance with the terms of
4 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
5 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
6 the parties shall revert back to their respective positions as of before entering into the Settlement
7 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
8 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

9 17. The Court reserves the right to adjourn or continue the date of the Final Approval
10 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
11 Members and retains jurisdiction to consider all further applications arising out of or connected with
12 the Settlement.

13 **IT IS SO ORDERED.**

14 Dated: _____

Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT 1

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

Daniel Munguia v. Moog Inc.

Los Angeles County Superior Court, Case Nos. 24STCV11688

***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.***

You may be eligible to receive money from an employee class action and representative action lawsuits (“Action(s)”) against Moog Inc. (“Moog” or “Defendant”) for alleged wage and hour violations. The Actions were filed by a former employee Daniel Munguia (“Plaintiff”) and allege claims for (1) failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay wages during employment; failure to provide one day’s rest in seven; failure to provide accurate itemized wage statements; failure to pay all wages due upon separation of employment; and failure to reimburse necessary business expenses on behalf of Class Members who worked for Defendant (including via a staffing company) at any of Defendant’s California facilities during the Class Period (December 3, 2020 to May 5, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Aggrieved Employees who worked for Defendant (including via a staffing company) during the PAGA Period (May 8, 2023 to May 5, 2025) (“Aggrieved Employees”). Moog denies all claims and maintains that it has fully complied with the law. Defendant further denies that the matter can properly be brought as a class or representative action. Nonetheless, the Parties have entered into the settlement explained in this Notice (“Settlement”).

Based on Moog’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be [\$_____] (less applicable state and federal tax withholdings and any other authorized deductions) and your Individual PAGA Payment is estimated to be [\$_____].** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Moog’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Moog’s records showing that **you worked [_____] Work Weeks** during the Class Period and **you worked [_____] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks or Pay Periods during either period, you can submit a challenge by the deadline date as explained in Section 4 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period (including via a staffing company), you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant. Due to the Settlement, you cannot pursue an Individual PAGA Payment in a separate action.
- (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 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, you will still receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant 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 Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant 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 is 	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <u>See</u> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or

Written Objections Must be Submitted by 	Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <u>See</u> Section 7 of this Notice.
You Can Participate in the Final Approval Hearing 	The Court's Final Approval Hearing is scheduled to take place on . You do not 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <u>See</u> Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Weeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Work Weeks you were employed by Defendant during the Class Period and how many Pay Periods you were employed by Defendant during the PAGA Period, respectively. The number of Class Period Work Weeks and number of PAGA Period Pay Periods attributed to you according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . <u>See</u> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Moog. The Action accuses Moog of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide meal periods, failing to authorize and permit rest breaks, failing to timely pay wages during employment, failing to provide one day's rest in seven, failing to provide accurate itemized wage statements, failing to pay all wages due upon separation of employment, and failing to reimburse necessary business expenses. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Jonathan M. Genish, Barbara Duvan-Clarke, Danielle L. Gruppchang, P.J. Van Ert, and Annabel Blanchard from Blackstone Law, APC ("Class Counsel").

Moog steadfastly denies violating any laws or failing to pay any wages, and asserts that it complied with all applicable laws. Moog denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Moog contends that its conduct is and has been lawful at all relevant times, and that Plaintiff's claims do not have merit and do not meet the requirements for class certification. Moog does not admit, concede or imply that it has done anything wrong or legally actionable by settling this lawsuit.

This Settlement is a compromise reached after good faith, arm's length negotiations between the Parties, through their attorneys during mediation. On , 2025, the Parties reached a

Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement Agreement. Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Moog has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination as to whether Moog or Plaintiff is 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 Plaintiff or Moog. Instead, both sides agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. Plaintiff and Moog hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Moog 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, Moog does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has 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) the Settlement is in the best interests of the Class Members and Aggrieved Employees. 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 IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Moog Will Pay \$2,000,000 as the Gross Settlement Amount (Gross Settlement). Moog has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and LWDA PAGA Payment. Assuming the Court grants Final Approval, Moog will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will become final on the sixty-first (61st) day following entry of the Court’s Order and/or Judgment, or a later date if any Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:

- i. Up to 35% of the Gross Settlement Amount (estimated at \$700,000.00) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$10,000 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only payment Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- iii. Up to \$11,100 to the Administrator for services administering the Settlement.
- iv. Up to \$200,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Work Weeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Moog are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to settlement of claims for interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Moog will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Moog have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you submit

a signed Request for Exclusion to the Administrator, not later than [REDACTED] (“Response Deadline”). Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) and are also Aggrieved Employees will still receive Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- G. 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. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and Moog has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Moog or related entities for wages and other claims based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the “Released Class Claims.” The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or that could have been raised in the Action, as amended, based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; wages related to reporting time pay; wages and/or premiums related to missed/short/late/interrupted meal periods, rest periods, and/or recovery periods; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for

all hours worked, including off-the-clock work; failure to pay sick pay; failure to pay PTO and/or vacation; failure to provide one day's rest in seven; failure to timely pay wages during employment; failure to pay all wages due upon separation of employment; failure to reimburse necessary business expenses; wage statement violations; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices related to the Released Class Claims; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245, 246, 246.5, 248.5, 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, et seq.; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; and federal common law. This release excludes the release of claims not permitted by law.

Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Class Settlement for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, as amended, during the Class Period. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby released and waived any of their claims under the FLSA arising under or relating to the alleged claims.

- J. Aggrieved Employees' PAGA Release. After the Court's Judgment is final, and Moog has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Moog, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Moog or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all known or unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's PAGA Complaint, as amended, and/or in the PAGA Notice, as amended, including but not limited to, all claims for unpaid wages, including, failure to pay minimum

wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; wages related to reporting time pay; wages and/or premiums related to missed/short/late/interrupted meal periods, rest periods, and/or recovery periods; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to pay sick pay; failure to pay PTO and/or vacation; failure to provide one day's rest in seven; failure to timely pay wages during employment; failure to pay all wages due upon separation of employment; failure to reimburse necessary business expenses; wage statement violations; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices related to the Released PAGA Claims; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released PAGA Claims arising under: the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245, 246, 246.5, 248.5, 256, 510, 512, 515, 516, 550, 551, 552, 554, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1199, 2698, 2699 et seq., 2800, 2802, and 2810.5); and the Wage Orders of the California Industrial Welfare Commission ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims alleged or that could have been alleged based on the facts alleged in the PAGA Complaint, and any amendments thereto.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks of all Participating Class Members, and (b) multiplying the result by the number of Work Weeks of each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Aggrieved Employees' portion of the PAGA Penalties by the total number of PAGA Pay Periods of all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods of each individual Aggrieved Employee.
- C. Work Week/Pay Period Challenges. The number of Class Work Weeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Moog's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Work Weeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Moog's calculation of Work Weeks and/or Pay Periods based on Moog's 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 Administrator will resolve Work Week and/or Pay Period challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge the Administrator's final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline, which is [REDACTED]. **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval (which will include, among other things, the reasons why the proposed Settlement is fair), and (2) a Motion for Class Counsel Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.cptgroup.com/> or the Court's website <https://www.lacourt.org/casesummary/ui/index.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts

requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating 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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./ p.m. in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.cptgroup.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.'s website at <https://www.cptgroup.com/>. You can also telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary>) and entering the Case Number for the Action, Case No. 24STCV11688. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Administrator:

Name of Company: CPT Group, Inc.

Email Address: info@cptgroup.com

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: 1 (800) 542-0900

Class Counsel:

Name of Attorneys: Jonathan M. Genish, Barbara Duvan-Clarke, Danielle L. Gruppchang, P.J. Van Ert, and Annabel Blanchard

Email Addresses: BDC@blackstonepc.com, dgruppchang@blackstonepc.com, pjvanert@blackstonepc.com, ablanchard@blackstonepc.com

Name of Firm: Blackstone Law, APC

Mailing Address: 8383 Wilshire Boulevard, Suite 745, Beverly Hills, CA 90211-2442

Telephone: (310) 622-4278

Fax Number: (855) 786-6356

Moog's Counsel:

Name of Attorneys: Ronda D. Jamgotchian, Michael Campbell, and Daniel Ganz

Email Addresses: rjamgotchian@sheppardmullin.com, mcampbell@sheppardmullin.com, dganz@sheppardmullin.com

Name of Firm: Sheppard, Mullin, Richter & Hampton LLP

Mailing Address: 1901 Avenue of the Stars, Suite 1600, Los Angeles, CA 90067

Telephone: (310) 228-3700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Request for Exclusion Form

Daniel Munguia v. Moog Inc.

Superior Court of the State of California for the County of Los Angeles

Case No. 24STCV11688

By signing and returning this form, I confirm that I do not want to be included in the Class Settlement or receive an Individual Class Payment in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive an Individual Class Payment in this Settlement, however, I understand that if I am an Aggrieved Employee I will still receive an Individual PAGA Payment and cannot opt-out of the PAGA portion of the proposed Settlement. To “opt out,” this form must be emailed or mailed via U.S. Mail to the address below. To be valid, this Request for Exclusion must be timely emailed or postmarked by [Response Deadline].

CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

[INSERT EMAIL ADDRESS]

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the Class and **not** participate in the proposed Settlement or receive an Individual Class Payment check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Email address)
