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Attorneys for Plaintiff DANIEL MUNGUIA,
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

**DECLARATION OF ANNABEL BLANCHARD
IN SUPPORT OF PLAINTIFF’S MOTION
FOR 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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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
10 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
12 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
14 California Employment Lawyers' Association ("CELA") and other organizations.

15 5. Danielle GruppChang is a senior associate attorney. She graduated from California
16 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
17 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
18 California Law San Francisco (formerly known as University of California Hastings College of the
19 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
20 practiced exclusively plaintiff's side labor and employment class and representative action law from
21 2017 through the present.

22 6. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
23 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
24 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
25 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
26 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
27 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

28 7. I joined Blackstone Law, APC from a highly reputable employment law firm. I

1 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
2 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
3 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
4 representative matters, and my work has included, inter alia, researching and drafting pleadings,
5 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
6 agreements, engaging in motion practice, claims evaluation and analysis, and making court
7 appearances.

8 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
9 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

10 **Procedural History of the Action**

11 9. On May 8, 2024, Plaintiff provided written notice to the California Labor and
12 Workforce Development Agency (“LWDA”) by online submission and to Defendant Moog Inc.
13 (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the
14 specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA
15 Letter”). A true and correct copy of the PAGA Letter is attached hereto as **Exhibit 2**.

16 10. On May 8, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Daniel*
17 *Munguia v. Moog Inc.*, Los Angeles County Superior Court Case No. 24STCV11688 (“Action”),
18 thereby commencing a putative class action against Defendant.

19 11. On July 11, 2024, Defendant removed the Action to the United States District Court of
20 the Central District of California on the basis of CAFA jurisdiction under 28 U.S.C. § 1332(d).

21 12. On July 15, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
22 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Daniel Munguia v.*
23 *Moog Inc.*, Los Angeles County Superior Court Case No. 24STCV17560 (“PAGA Action”), which
24 alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California
25 Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

26 13. On March 5, 2025, Plaintiff and Defendant (together, the “Parties”) participated in a
27 formal mediation conducted by Monique Ngo-Bonnici (“Mediator”), a neutral and respected mediator
28 with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s

1 evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and
2 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a
3 long form settlement agreement.

4 14. On May 13, 2025, this Action was remanded to the Los Angeles County Superior Court
5 (“State Court”) by stipulation of the Parties.

6 15. On August 21, 2025, the Court deemed the PAGA Action and this Action related, and
7 designated this Action as the lead case.

8 16. On August 22, 2025, Plaintiff filed a First Amended Class and Representative Action
9 Complaint (“Operative Complaint”) in the Action. The Operative Complaint alleges twelve (12)
10 causes of action for violations of the California Labor Code for failure to pay minimum wages, failure
11 to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu
12 thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to
13 provide one days’ rest in seven, failure to timely pay wages during employment, failure to provide
14 accurate wage statements, failure to timely pay wages upon termination, failure to reimburse necessary
15 business expenses, failure to provide paid sick leave and to pay accrued vacation pay, for violations
16 of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned
17 California Labor Code violations, and for civil penalties under PAGA based on the aforementioned
18 California Labor Code violations.

19 17. On September 2, 2025, the Parties executed the Joint Stipulation of Class Action and
20 PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”). A true and correct copy of
21 the Settlement Agreement is attached hereto as **Exhibit 3**.

22 **Summary of the Terms of the Settlement Agreement**

23 18. For purposes of settlement only, the Parties have agreed that the Class shall be defined
24 as “non-exempt employees employed by Defendant in California at any time during the Class Period.
25 This also includes non-exempt employees employed via a staffing company who worked for
26 Defendant in California at any time during the Class Period” (“Class” or “Class Member(s)”). The
27 Class Period is defined as the period from December 3, 2020 through May 5, 2025. Based on
28 information provided by Defendant, it is estimated that there are approximately eight hundred (800)

1 Class Members.

2 19. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
3 Complaint for a non-reversionary Gross Settlement Amount of Two Million Dollars and Zero Cents
4 (\$2,000,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a
5 common fund and therefore includes all requested costs, fees, and other allocations. The Gross
6 Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of
7 the Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00);
8 (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty-Thousand Dollars and
9 Zero Cents (\$30,000.00); (3) Administration Expenses Payment, not to exceed Eleven Thousand One
10 Hundred Dollars and Zero Cents (\$11,100.00); (4) Class Representative Service Payment in the
11 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Penalties in the amount
12 of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). After the above-estimated amounts
13 are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for
14 Class Members is currently estimated to be One Million Forty-Eight Thousand Nine Hundred Dollars
15 and Zero Cents (\$1,048,900.00). Additionally, 25% of the PAGA Amount ("Aggrieved Employee
16 Amount"), which is \$50,000.00 out of \$200,000.00, will be fully distributed to "all non-exempt
17 employees employed by Defendant in California at any time during the PAGA Period. This also
18 includes non-exempt employees employed via a staffing company who worked for Defendant in
19 California at any during the PAGA Period." ("Aggrieved Employee(s)"). The "PAGA Period" is
20 defined as the period from May 8, 2023 through May 5, 2025.

21 20. The Net Settlement Amount will be distributed and paid to all Class Members who do
22 not submit a timely and valid Request for Exclusion ("Participating Class Member(s)") on a *pro rata*
23 basis based on the number of weeks each Class Member worked for Defendant for at least one day as
24 a non-exempt employee in California during the Class Period ("Work Weeks"). The *pro rata* share
25 of the Net Settlement Amount that a Class Member may be eligible to receive under the Class
26 Settlement ("Individual Class Payment") will be calculated by the Administrator, in accordance with
27 the Settlement Agreement.

28 21. The Aggrieved Employee Amount will be distributed and paid to all Aggrieved

1 Employees on a *pro rata* basis based on the number of pay periods each Aggrieved Employee worked
2 for Defendant for at least one day as a non-exempt employee in California during the PAGA Period
3 (“PAGA Pay Periods”). The *pro rata* share of the Aggrieved Employee Amount that an Aggrieved
4 Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will
5 be calculated by the Administrator, in accordance with the Settlement Agreement.

6 22. Each Individual Class Payment will be allocated as twenty percent (20%) wages (the
7 “Wage Portion”) and eighty percent (80%) as interest and penalties (the “Non-Wage Portion”). The
8 Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be reported on an
9 IRS Form 1099 (if applicable) by the Administrator. The Administrator will withhold the employee’s
10 share of taxes and withholdings with respect to the Wage Portion of the Individual Class Payments,
11 and issue checks to Participating Class Members for their net payment of their Individual Class
12 Payment (“Individual Class Payment”). The employer’s share of taxes and contributions in connection
13 with the Wage Portion of Individual Class Payments will be paid by Defendant separately and in
14 addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one
15 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
16 Administrator.

17 23. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
18 Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA
19 Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the
20 Settlement Agreement. No money will revert to Defendant.

21 24. Each Individual Class Payment and Individual PAGA Payment check will be valid and
22 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
23 thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by
24 the Administrator to the State of California’s Unclaimed Property Division in the name of the Class
25 Member.

26 **The Settlement is Reasonable**

27 ***Informed Arms-Length Negotiations***

28 25. The Parties’ settlement negotiations were at all times made at arm’s-length and were

adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and the Parties engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

26. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced Plaintiff's employment records, a random sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies (including, but not limited to, Defendant's policies regarding classification of employees, timekeeping, paid time off, overtime, and business travel), and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

27. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

28. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions.

Estimate of Maximum Potential Value of Claims

29. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately \$20,919,310, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$3,570,992 for meal period violations (less meal period premiums paid); \$9,784,803 for rest period violations; \$2,988,590 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$14,974 for unpaid overtime wages at the required regular rate of pay; \$620,880 for unreimbursed business expenses; \$1,983,071 for waiting time penalties; and \$1,956,000 for wage statement penalties.

1 Plaintiff further estimated that Defendant faced an additional exposure of \$3,827,000 in potential, non-
2 stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA
3 penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled
4 \$24,746,310 in damages.

5 ***Specific Risks Considered***

6 30. Defendant raised potential defenses and other circumstances that impacted the risk of
7 proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the
8 decision to enter the Settlement.

9 31. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
10 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
11 inherent in such litigation, including those involved in class and/or representative adjudication.
12 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
13 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
14 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
15 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

16 32. Defendant denied and continues to deny any liability and wrongdoing of any kind
17 associated with the claims alleged in the Action, and further denies that class certification is
18 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
19 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
20 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
21 individual issues would predominate should this case go to trial. As with all class actions, these
22 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
23 that the Court may deny class certification.

24 33. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
25 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
26 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had
27 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
28 in the manner required under California law. Defendant contended that its policies and practices at all

1 times during the Class Period were lawful. Defendant further argued that the rate of purported meal
2 period violations reflected in the data would require individualized inquiry and that such inquiry would
3 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
4 in the individualized proof defense to certification of Plaintiff's meal period claim.

5 34. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
6 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
7 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
8 required under California law. While some rest breaks were recorded here, it was still difficult to
9 discern to what extent these rest breaks were compliant. There were legitimate concerns Plaintiff
10 would not be able to certify these claims or prove substantial damages with requisite certainty, which
11 made the estimated value of this claim subject to much challenge.

12 35. Plaintiff also faced challenges certifying and proving liability for his minimum wage
13 and overtime claims. These claims were largely based on alleged unrecorded, off-the-clock work
14 performed by the Class Members both before and after their shifts and during purported meal periods.
15 However, the individualized nature of why this work was performed and the individualized nature of
16 damages presented substantial concerns regarding the manageability of the case and the risk the Court
17 could find these issues prevented certification, and the estimated damages for this claim were based
18 on an assumption that all Class Members worked off the clock for at least one hour per week.

19 36. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
20 Members for necessary business-related expenses, such as the usage of personal cell phones for work-
21 related purposes, for uniforms, and for safety shoes. Defendant contended that it had a policy and
22 practice of reimbursing employees for necessary business-related expenses. Defendant further
23 contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members
24 never requested reimbursement from Defendant, it did not know and had no reason to know that
25 alleged business-related expenses had been incurred. Defendant further contended that the reason
26 why a Class Member undertook certain expenses, while not others, and failed to receive
27 reimbursement for certain expenses while not others, would raise individual issues that could not be
28 certified.

1 37. There are also substantial risks associated with Plaintiff's waiting time penalties and
2 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
3 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
4 certification was denied on those underlying claims, these derivative claims for penalties would also
5 likely fail. Further, even if Plaintiff prevailed on his underlying claims, he would still be required to
6 demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
7 Wage statement claims have also seen varying treatment at the appellate level because such claims
8 have an element of discretion attached to them rather than a pure calculation of damages after liability
9 is proven. Accordingly, the value of these derivative claims, which comprised a substantial portion
10 of Defendant's estimated liability, was uncertain.

11 38. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
12 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
13 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
14 to request and analyze thousands of pages of documents, obtain the Class Members' contact
15 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
16 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
17 against a current employer. On the other hand, Defendant would likely be able to obtain the
18 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,
19 possible appeals would substantially delay any recovery by the Class.

20 39. Therefore, taking into account how each of the above risks potentially affected
21 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
22 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
23 estimated liability based on the challenges facing his ability to succeed on class certification by 75%
24 to \$6,186,577.50. The merits-based risk factors further reduced Defendant's estimated liability by an
25 additional 65%. This resulted in an adjusted estimated liability of \$2,165,302.13. In light thereof, the
26 settlement amount of \$2,000,000 is a significant settlement.

27 40. Class Counsel also separately contemplated the risks of proceeding with the PAGA
28 claims and potential liability Defendant could face from these claims as part of the global resolution.

Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance.

41. Therefore, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and to allocate Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 10% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlement allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer.

42. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Class Representative Service Payment

43. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class Representative Service Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Daniel Munguia. This Class Representative Service Payment is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Class Representative Service Payment is disclosed to the Class Members in the Class Notice.

Class Counsels' Fees and Expenses

44. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$700,000 if the Gross Settlement Amount is \$2,000,000) and actual litigation costs and expenses in an amount not to exceed Thirty-Thousand Dollars and Zero Cents (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

45. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or upon appeal.

46. Class Counsel has litigated this matter for over a year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Class Counsels' Fees and Expenses is disclosed to the Class Members in the Class Notice.

Notice to the Class

47. The Parties have agreed to retain CPT Group, Inc. (“CPT” or “Administrator”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint CPT to handle these procedures and to serve as the Administrator. Defendant will provide CPT with the Class Data and CPT will calculate each Class Member’s estimated Individual Class Payment and each Aggrieved Employee’s estimated Individual PAGA Payment. CPT will also receive and process Requests for Exclusion, Objections, and challenges to Work Weeks and/or Pay Periods; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Class Payments; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual Class Payment checks to the Participating Class Members and Individual PAGA Payment checks to the Aggrieved Employees; and perform any other usual and customary duties for administering a class action settlement.

48. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

Notice of Settlement to the LWDA

49. In accordance with California Labor Code section 2699(1)(2), on September 17, 2025, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA’s website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 4**.

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

Executed on September 18, 2025 at Beverly Hills, California.

A. Blanchard

Annabel Blanchard

EXHIBIT 1

6. Blackstone Law, APC has been counsel of record on several class action and PAGA actions, the most recent of which are as follows:

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and

PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA

action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.

EXHIBIT 2



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Barbara DuVan-Clarke, Esq.
bdc@blackstonepc.com

May 8, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Daniel Munguia v. Moog Inc.*

To Whom It May Concern:

This office represents Daniel Munguia (“Claimant”) with respect to their claims under the California Labor Code against Moog Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Daniel Munguia from approximately January 2023 to August 2023 as a non-exempt, hourly-paid employee. Daniel Munguia worked as a Process Tech Specialist for Employers and was based out of Employers’ facility located at 20263 S Western Ave, Torrance, CA 90501.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, handling reports and staying late to continue working after clocking-out for their shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable

IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; (7) Employers adjusted Claimant's and other Aggrieved Employees' time sheets to appear as if compliant meal periods were taken; and (8) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods

because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and

other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the necessary purchase of tools for work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN

California Labor Code section 551 states that "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." California Labor Code section 552 prohibits and employer from "caus[ing] his employees to work more than six days in seven."

In *Mendoza v. Nordstrom, Inc.* (2017) 2 Cal. 5th 1074, the Court addressed unsettled questions relating to employees' guaranteed day of rest under the California Labor Code, noting the following:

1. Employees are entitled to one day of rest for each workweek (as defined by the employer), rather than one rest day in every consecutive seven-day period. [*Mendoza v. Nordstrom, Inc.*, *supra*, 2 Cal.5th at p.1078.] The California Labor Code refers to a week or workweek as a "fixed and regularly recurring period." This can be Sunday to Saturday, or Monday to Sunday, not a rolling period of any seven consecutive days. [*Id.* at p. 1084.] This means that an employee could essentially work more than six consecutive days without a day of rest if the days of work stretch across more than one workweek. This "week-by-week" interpretation can be best understood by dividing the calendar month into seven-day blocks (such as Monday to Sunday). If an employee takes a day of rest early in the workweek (Tuesday) and then another rest day late in the next workweek (Sunday), that employee will essentially work eleven consecutive days without a rest day. This is not per se prohibited under the law. [*Id.* at p. 1080.] The court explained that for every calendar month, an employee is guaranteed no less than one day of rest for every seven days worked. Therefore, rest days need not fall on every seventh day, but can be spaced out differently in a calendar month, "so long as the number of rest days received by the employee amounts to the number of calendar days divided by seven." [*Id.* at p. 1086.]
2. Employees who work six-hour shifts or less on every day of the given workweek are not entitled to a rest day. [*Mendoza v. Nordstrom, Inc.*, *supra*, 2 Cal.5th at p. 1078.] However, this applies only if the employee never works a shift of more than six hours in any day of the given week. Also, the day of rest guarantee does not apply "when the total hours of employment do not exceed 30 hours in any week." [*Id.* at p. 1084.]
3. Finally, an employer "causes" an employee to go without a day of rest "when it induces the employee to forgo rest to which he or she is entitled." [*Mendoza v. Nordstrom, Inc.*, *supra*, 2 Cal.5th at p. 1078.] An employee can, however, independently choose not to take a day of rest and an employer is not prohibited from allowing or permitting the employee to do so. [*Id.*] "An employer may not encourage its employees to forgo rest or conceal the entitlement to rest, but is not liable simply because an employee chooses to work a seventh day." [*Id.* at p. 1091.]

Further, the California Code of Regulations, Title 8 (“Cal. Code Regs.”) provide for the amounts at which employees should be paid when working on the seventh day in the manner proscribed by Cal. Lab. Codes 551 and 552, and further clarified by *Mendoza*. For example, Cal. Code Reg. section 11170 for miscellaneous employees section 4 provides:

4. Daily Overtime - General Provisions

The following overtime provisions are applicable to employees eighteen (18) years of age or over and to employees 16 or 17 years of age who are not required by law to attend school, and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(A) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(B) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(C) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

During the relevant time period, Claimant and other Aggrieved Employees were subjected to numerous work periods where they were not afforded one day's rest in seven, and, per the further guidance provided in from the *Mendoza* case, Claimant and other Aggrieved Employees were sometimes required to work two or three weeks straight without a single day off. Therefore, Employers failed to provide Claimant and other Aggrieved Employees the legally-mandated rest days as required by California law, and in violation of California Labor Code sections 551 and 552.

Based on these violations, Claimant will seek civil penalties under PAGA, Labor Code section 2698, *et seq.*, on behalf of the LWDA, against Employers if authorized to file a representative action on behalf of the State of California.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

10. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

A handwritten signature in blue ink, appearing to read 'Barbara DuVan-Clarke'.

Barbara DuVan-Clarke, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Moog Inc. 400 Jamison Rd. Elma, NY 14059	Moog Inc. 20263 S Western Ave Torrance, CA 90501
Moog Inc. 1505 Corporation Corporate Creations Network Inc. 7801 Folsom Boulevard #202 Sacramento, CA 95826	

EXHIBIT 3

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Joint Stipulation of Class Action and PAGA Settlement Agreement (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff Daniel Munguia (“Plaintiff”) individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to aggrieved employees, and Defendant Moog Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

This Agreement shall be binding on Plaintiff, Class Members (as defined herein), the State of California as to the employment of Aggrieved Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. DEFINITIONS.

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement will also be effective.

- 1.1. “Action(s)” means the Plaintiff’s two lawsuits alleging wage and hour violations against Defendant, captioned (1) *Daniel Munguia v. Moog Inc.*, Los Angeles Superior Court Case No. 24STCV11688 initiated on May 8, 2024, which was removed to the United States District Court for the Central District of California and assigned Case No. 2:24-cv-05835-CV-AS, then subsequently remanded back to the Superior Court of the State of California, County of Los Angeles, and is currently pending there (“Class Action”); and (2) *Daniel Munguia v. Moog Inc.*, Los Angeles Superior Court, Case No. 24STCV17560 initiated on July 15, 2024 and pending in the Superior Court of the State of California, County of Los Angeles (“PAGA Action”). In August 2025, the Class Action was amended for efficiency to assert the representative claims plead in the PAGA Action, and to more thoroughly allege claims, including a sick pay claim, which arose during the course of litigation.
- 1.2. “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. The agreed upon Administrator, CPT Group, Inc., has provided an estimate to administer this settlement for \$11,100.00 based on an estimated class size of approximately 806 Class Members.
- 1.4. “Aggrieved Employee” means all non-exempt employees employed by Defendant in California at any time during the PAGA Period. This also includes non-exempt employees employed via a staffing company who worked for Defendant in California at any during the PAGA Period.
- 1.5. “Class” means all non-exempt employees employed by Defendant in California at any time during the Class Period. This also includes non-exempt employees employed via a

staffing company who worked for Defendant in California at any time during the Class Period.

- 1.6. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable attorneys’ fees and all reasonable expenses, respectively, incurred and to be incurred to prosecute and resolve the Actions. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment are subject to the Court’s approval.
- 1.8. “Class Data” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Administrator. The Class Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include the following information for each Class Member: full name, last-known mailing address, Social Security number, dates employed by Defendant during the Class Period, and number of Work Weeks and PAGA Pay Periods, as well as any other relevant information needed to calculate settlement payments.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee). Class Member means any and all persons who are currently employed, or were formerly employed, as a non-exempt employee at any of Defendant’s California facilities during the Class Period and also includes persons who work, or formerly worked, at any Moog facility in California through a staffing company during the Class Period.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator.
- 1.11. “Class Notice” means the Court-approved class notice to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from December 3, 2020, through May 5, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the Actions, Daniel Munguia, who is seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions on behalf of Class Members and Aggrieved Employees, and in exchange for the execution of the general release of claims, as set forth in this Agreement.
- 1.15. “Class Settlement” means the settlement and release of the Released Class Claims.

- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Defendant Moog Inc.
- 1.18. “Defense Counsel” means Ronda D. Jamgotchian, Michael T. Campbell, and Daniel J. Ganz from Sheppard, Mullin, Richter & Hampton LLP.
- 1.19. “Effective Date” means the date on which the Judgment becomes final. For purposes of this Section, the Judgment “becomes final” only after the Court grants the Motion for Final Approval, the Court enters Judgment, the Notice of Entry of Order and/or Judgment is served, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date an affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.
- 1.20. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wage portion of the Individual Class Payments, which shall be paid by Defendant in addition to the Gross Settlement Amount.
- 1.21. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.23. “Final Approval Order and Judgment” means the order granting Final Approval of the Settlement and the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.24. “Gross Settlement Amount” means \$2,000,000 (Two Million Dollars), which is the maximum total gross amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.25. “Individual Class Payment” means a Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Work Weeks worked during the Class Period.
- 1.26. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of the 25% of the PAGA Penalties paid to the Aggrieved Employees, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.27. “Judgment” means the judgment entered by the Court based upon Final Approval of the Settlement.

- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to 75% of the PAGA Penalties, as the statute was applied at the time of the PAGA Notice.
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i), as it was applied at the time of the PAGA Notice.
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be distributed to Participating Class Members as Individual Class Payments, as described herein.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Individual Class Payment by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “Objection” means a valid and timely objection to the Settlement by any Class Member who properly sends an objection to the Administrator (an “Objector”).
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)
- 1.34. “PAGA Notice” means Plaintiff’s May 8, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims. As set forth in this Agreement, the total amount of PAGA Penalties is \$200,000 (i.e., subject to Court approval, \$50,000 shall be distributed to the Aggrieved Employees and \$150,000 shall be distributed to the LWDA).
- 1.37. “PAGA Period” means the period from May 8, 2023 to May 5, 2025.
- 1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Individual Class Payment.
- 1.39. “Plaintiff” means Daniel Munguia, the named plaintiff in the Actions.
- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, including the date on which the Court enters the Preliminary Approval Order.
- 1.41. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.42. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

- 1.43. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.44. “Released Parties” means: Defendant and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, plans, related companies/corporations and/or partnerships (including Moog Military Aircraft LLC, and Moog Military LLC), divisions, assigns, predecessors, successors, insurers, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.
- 1.45. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Individual Class Payment signed by the Class Member.
- 1.46. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Class Settlement, or (b) email, or mail his or her objection to the class component of the Settlement. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date on which the Response Deadline expires.
- 1.47. “Work Week” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Plaintiff is a former employee of Defendant, and was employed during the Class Period and PAGA Period.
- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on May 8, 2024. The PAGA Notice notified Defendant and the LWDA of specific provisions of the California Labor Code alleged to have been violated by Defendant.
- 2.3. On May 8, 2024, Plaintiff commenced litigation by filing a Complaint (“Class Action Complaint”) alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay wages during employment; (6) failure to provide one day’s rest in seven; (7) failure to provide accurate itemized wage statements; (8) failure to pay all wages due upon separation of employment; (9) failure to reimburse necessary business expenses; and (10) Violation of

Business and Professions Code §§ 17200, *et seq.* (“Class Action”). On July 9, 2024, Defendant timely answered the Class Action Complaint. On July 11, 2024, Defendant timely removed the Class Action to the United States District Court for the Central District of California. On May 13, 2025, the Class Action was remanded to State Court.

- 2.4. On July 15, 2024, Plaintiff filed a separate Complaint (“PAGA Complaint”) alleging a cause of action against Defendant for Enforcement of Labor Code § 2698 *et seq.* (“PAGA Action”), based on the same alleged Labor Code violations enumerated in the Class Action Complaint. On August 13, 2024, Defendant timely answered the PAGA Complaint. Defendant denies the allegations in the Class Action Complaint and the PAGA Complaint, denies any failure to comply with the laws identified in the Class Action Complaint and the PAGA Complaint, and denies any and all liability for the causes of action alleged.
- 2.5. On March 5, 2025, the Parties participated in mediation with Monique Ngo-Bonnici (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, as well as the various defenses asserted by Defendant.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, relevant information from Defendant, including policy documents, an adequate sampling of Class Members’ and Aggrieved Employees’ timekeeping and payroll records for the Class Period, records relating to Plaintiff, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996), and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) (“*Dunk/Kullar*”).
- 2.7. Defendant denies all material allegations set forth in the Actions and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, the Parties desire to fully and finally settle the Actions, including the release of all claims discussed herein.
- 2.8. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.
- 2.9. The Court has not granted class certification. For purposes of this Settlement only, the Parties stipulate to the certification of the Class. The Parties agree that certification

for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant agrees to pay the maximum total amount of \$2,000,000 as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes required by law on the wage portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. The Class Representative Service Payment is conditioned on the execution of this Agreement by Plaintiff, and is in exchange for a general release of his claims.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$700,000 and a Class Counsel Litigation Expenses Payment of verified litigation expenses approved by the Court, and not more than \$30,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation

Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and agrees to indemnify Released Parties, from any dispute or controversy regarding any division or sharing of any of the payments discussed in this paragraph.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,100, and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves a lesser payment, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated 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 each Participating Class Member's Work Weeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to the 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. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis. Non-Participating Class Members who are Aggrieved Employees shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000 to be paid from the Gross Settlement Amount, with 75% (\$150,000) allocated to the LWDA PAGA Payment and 25% (\$50,000) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties (\$50,000) by the total number of PAGA Period Pay Periods of Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of its records through May 5, 2025, Defendant estimates there are 806 Class Members who collectively worked a total of approximately 88,250 Work Weeks. Defendant likewise estimates there are 609 Aggrieved Employees who worked a total of approximately 42,706 PAGA Pay Periods.
- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and limit access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. 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 Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the void date, so long as the original check has not been cashed.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Upon the Effective Date and full funding of the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiff and each of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns release and discharge Released Parties from any and all claims, liabilities, causes of actions, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiff or his heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause prior to Plaintiff's execution of this Agreement. This Release extends to any and all claims

including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act ("PAGA") (to include, but not be limited to, acting as a PAGA representative, except with respect to the Actions defined herein), the California Equal Pay Act, the California Fair Pay Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination and/or retaliation, or failure to prevent the same, on any basis protected by federal, state and/or local laws, regulations, rules, ordinances and/or orders; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis under federal, state and/or local laws, regulations, rules, ordinances and/or orders; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, libel, slander, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, failure to pay wages due or other monies owed, or any other claims related to wages, hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, against any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have as of the date of Plaintiff's execution of this Agreement. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. The Parties intend for this release to be as broad as possible.

This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.
For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

- 5.2. Release by Participating Class Members: Plaintiff and 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 Class Action, as amended, and/or arising from or related to the facts and claims alleged in the Class Action, as amended, or that could have been raised in the Class 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 Class Action, arising from or related to the facts and claims alleged in the Class Action, or that could have been alleged in the Class Action based on the facts and claims alleged in the Class 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 Class Settlement for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Class Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Class Settlement.”

Upon entry of Judgment, Participating Class Members are precluded from filing any wage and hour action, including under the Fair Labor Standards Act, against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged or that could have been alleged based on the facts alleged in the Class Action Complaint, and any amendments thereto, which arose during the Class Period.

- 5.3. Release by Aggrieved Employees, Including Non-Participating Class Members Who Are Aggrieved Employees: Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, and 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 Action 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.

All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims pursuant to the provisions of this Agreement, shall nevertheless be deemed to have released the Released PAGA Claims and shall receive a *pro rata* portion of the twenty-five percent (25%) of the PAGA Penalties.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare, and Plaintiff shall file, a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel, for reasonable review, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration and estimate from the Administrator attaching its “not to exceed” bid for administering the Settlement and demonstrating its willingness and competency to serve, its operative procedures for protecting the security of Class Data, its amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, a disclosure of any facts relevant to any actual or potential conflicts of interest with Class Members, and a disclosure of the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members, and attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), the Class Action Complaint, the PAGA Action Complaint (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) a disclosure from Class Counsel of all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement (and shall send to defense counsel to review 3 days before filing); obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone to resolve the disagreement in good faith. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to

this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone to modify the Agreement and otherwise satisfy the Court's concerns in good faith.

- 6.4. Prior to the filing of the Motion for Preliminary Approval, the Parties will stipulate to relate the Class Action Complaint and PAGA Action Complaint. If necessary in the subsequent judgment of Class Counsel and Defense Counsel to facilitate review and approval of the settlement, Plaintiff will amend the Class Action Complaint to include the claims asserted in the PAGA Action Complaint. For purposes of facilitating the settlement only, the Parties agree there is good cause for remand to state court because Defendant removed the matter to federal court on the basis of CAFA jurisdiction under 28 U.S.C. § 1332(d), and based on the Parties' settlement the amount in controversy is under five million dollars and, therefore, there is no basis for federal court jurisdiction.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Work Weeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members' written objections, challenges to Work Weeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers anyone who believes they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Member(s) entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.
- 7.5. Requests for Exclusion (Opt-Outs).
- 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's name, address and email address and/or telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement,

entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the class action component of the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Work Weeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail, and must provide any supporting documentation to the Administrator. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator shall presume that the Work Weeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and Class Counsel, along with the Administrator's determination on the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.
- 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4. Work Week and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to the Administrator’s due diligence and compliance with all of its obligations under this Agreement, including but not limited to its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections, and attach the Exclusion List. The Administrator will

supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by Employee Identification Number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records through May 5, 2025, Defendant estimates there are 806 Class Members who collectively worked a total of approximately 88,250 Work Weeks, including individuals who work(ed) for Moog through a staffing company. If the number of total Work Weeks during the Class Period exceeds 88,250 by more than 10%, the Gross Settlement Amount will increase *pro rata* by the percentage increase in the number of additional Work Weeks (e.g., if the number of Work Weeks increases by 11%, the Gross Settlement Amount will increase by 1%).

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, that Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will not be considered by the Administrator and will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, unless a shorter time is ordered by the Court, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a proposed final approval order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel for their review and comment not later than three (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any non-material change to the Settlement (including, but not limited to, the

scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate the Judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an Objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a non-material modification of this Agreement, this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to reach a new agreement that addresses the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment voiding the Agreement within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Class Action Complaint or

PAGA Action Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. Confidentiality Prior to Preliminary Approval. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiff only, and will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize (to include but not limited to posting on websites, settlement reporting services, and/or other media or social media), whether verbally or in writing, any of the terms of the 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 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. Plaintiff and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. Prior to Preliminary Approval, this Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties. After Preliminary Approval, this Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties

further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

- 12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, upon Defendant's request, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: **Blackstone Law, APC**
Barbara Duvan-Clarke
Danielle Ling Gruppchang
P.J. Van Ert
Annabel Blanchard
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211-2442
Tel: 310.622.4278
bdc@blackstonepc.com
dgruppchang@blackstonepc.com

pjvanert@blackstonepc.com
ablanchard@blackstonepc.com

To Defendant: **Sheppard, Mullin, Richter & Hampton LLP**

Ronda D. Jamgotchian
Michael T. Campbell
Daniel J. Ganz
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6055
Tel: 310.228.3700
rjamgotchian@sheppardmullin.com
mcampbell@sheppardmullin.com
dganz@sheppardmullin.com

- 12.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts electronically (e.g., DocuSign), or by email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, and pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 will be extended for the entire period of this settlement process.

Date: 08/21/2025

PLAINTIFF DANIEL MUNGUIA

Daniel Munguia

Daniel Munguia

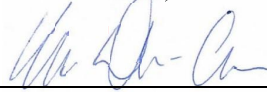
Date: 9/2/2025

DEFENDANT MOOG INC.

Julie C. Haley
By: Associate General Counsel

Date: 08/21/2025

Blackstone Law, APC



Barbara Duvan-Clarke
Attorneys for Plaintiff

8/22/2025
Date: _____

Sheppard, Mullin, Richter & Hampton LLP

Signed by:



389E10EEF76841D...

Michael T. Campbell
Attorneys for Defendant

**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 Written Objections	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 Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.

Must be Submitted by _____	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 _____ ("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 _____ 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 _____. **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 _____ 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 _____.** 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 _____ at _____ 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)

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Mié 17 Sep 2025 15:57

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

09/17/2025 03:56:43 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/17/2025 03:56:43 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1027154-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>