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8 Attorneys for Plaintiff  
9 HENRY RAMOS, an Individual,  
10 on behalf of himself and all others similarly situated

**FILED**  
Superior Court of California  
County of Los Angeles

APR 02 2021

Sherri R. Carter, Executive Officer/Clerk  
By Isabel Arcellanes, Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

13 HENRY RAMOS, an Individual, on behalf of )  
14 himself and all others similarly situated )

15 Plaintiff, )

16 v. )

17 MOOG, INC.; and DOES 1 through 100, )  
18 Inclusive, )

19 Defendants. )

CASE NO.: 19STCV41880

) [Assigned for all purposes to the Hon. Elihu M. Berle  
) - Dept. "SSC 6"]

) **CLASS ACTION**

) **[PROPOSED] FINAL ORDER AND**  
) **JUDGMENT FOLLOWING GRANTING OF**  
) **PLAINTIFF'S MOTION FOR FINAL**  
) **APPROVAL OF CLASS ACTION**  
) **SETTLEMENT**

) Date: April 2, 2021

) Time: 9:00 a.m.

) Dept.: SSC 6

) Action filed: 11/21/2019

) Trial date: Not set

RECEIVED

FEB 01 2021

FILING WINDOW

26 The Parties reached a settlement subject to Court approval as represented in the Amended Joint  
27 Stipulation and Settlement of Class, Collective and Representative Action (the "Stipulation"/"Settlement  
28 Agreement") and the Amendment to the Amended Joint Stipulation and Settlement of Class, Collective,

1 and Representative Action that were filed previously with this Court. Thereafter, on April 2, 2021, this  
2 Court conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of  
3 Court and this Court's previous Order Granting Plaintiff's Motion for Preliminary Approval of Class  
4 Action Settlement (the "Preliminary Approval Order") entered herein on December 2, 2020. Due and  
5 adequate notice having been given to the Settlement Class as required in said Preliminary Approval  
6 Order, and the Court having considered all papers filed and proceedings had herein and otherwise being  
7 fully informed in the matter, and good cause appearing therefore:

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated  
10 herein by reference, this Court finds that the applicable requirements of the California Code of Civil  
11 Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the  
12 Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of  
13 the Class, as set forth in the Preliminary Approval Order.

14 2. This Order and Judgment Granting Final Approval of Class Action Settlement hereby adopts  
15 and incorporates by reference the terms and conditions of the parties' Stipulation, together with the  
16 definitions of terms used and contained therein.

17 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all  
18 parties to the Class Action, including all members of the Settlement Class. Pursuant to Rule 3.771(a) of  
19 the California Rules of Court, the Settlement Class consists of all persons who currently work, or  
20 formerly worked, as a non-exempt employee at Defendant's facility located in Torrance, California  
21 between November 21, 2015 and December 2, 2020.

22 4. The Class Notice given to the Class Members fully and accurately informed the Class Members  
23 of all material elements of the proposed Settlement and of their opportunity to object to or comment  
24 thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to  
25 all Class Members; and complied fully with the laws of the State of California, the United States  
26 Constitution, due process, and other applicable law. The Class Notice fairly and adequately described  
27 the Settlement and provided Class Members adequate instructions and a variety of means to obtain  
28 additional information. A full opportunity has been afforded to the Class Members to participate in the

1 Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard.  
2 Accordingly, the Court determines that all Class Members who did not timely and properly execute a  
3 request for exclusion are bound by this Order and Judgment.

4 5. The Court has considered all relevant factors for determining the fairness of the settlement and  
5 has concluded that all such factors weigh in favor of granting final approval. In particular, the Court  
6 finds that the Settlement was reached following meaningful discovery and investigation conducted by  
7 Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length  
8 negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate,  
9 and reasonable. In so finding, the Court has considered all of the evidence presented, including  
10 evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims  
11 presented; the likely duration of further litigation; the amount offered in Settlement; the extent of  
12 investigation and discovery completed; and the experience and views of Class Counsel. Accordingly,  
13 the Court hereby approves the settlement as set forth in the Stipulation and expressly finds that said  
14 settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement  
15 Class and hereby directs implementation of all remaining terms, conditions, and provisions of the  
16 Stipulation.

17 6. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$264,000 and  
18 costs of ~~\$11,882.20~~ <sup>\$11,881.20</sup>, as compensation for all attorney time spent on this matter from inception through  
19 and including the final Settlement Fairness Hearing and all other work related to this case and all costs,  
20 as these requests are fair and reasonable. Costs to the claims administrator in the amount of \$14,000 is  
21 hereby approved as fair and reasonable.

22 7. The Court hereby approves a Service Award to the Named Plaintiff in the amount of \$5,000.  
23 Named Plaintiff's Service Award is approved based on her contribution to the class, risks incurred,  
24 stigma, execution of a general release and all other factors presented to the Court, the Court finds this  
25 request fair and reasonable.

26 8. The Court hereby approves a PAGA penalty payment of \$24,000 with \$18,000 payable to the  
27 Labor Workforce Development Agency (LWDA), as this request is fair and reasonable. The balance of  
28 \$6,000 is payable to Class Members. Accordingly, all Class Members, including those who requested

1 to be excluded, will not be excluded from the PAGA claim release and will be bound by the Judgment  
2 entered by this Court.

3 9. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement Class  
4 as to all the claims released by the Stipulation, and shall constitute res judicata and collateral estoppel  
5 with respect to any and all such released claims, except to those who opted out of the settlement. The  
6 following have opted out of the Settlement: *Jesus Soria, Bryon Hood, Jessie Rivera, Steven Petrofsky,*

7 10. The Court further confirms and finds that nothing contained in the Stipulation, the Preliminary  
8 Approval Order, this Final Order and Judgment, or any other Order entered in this action shall in any  
9 way or manner constitute an admission or determination of liability by or against Defendants, or any  
10 other Released Parties with respect to any of the claims and causes of action asserted by the Settlement  
11 Class or any member thereof, and shall not be offered in evidence in any action or proceeding against  
12 Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any  
13 purpose whatsoever, other than to the extent necessary to enforce the provisions of the Stipulation or  
14 this Order. This paragraph shall not, however, diminish or otherwise affect the obligation,  
15 responsibilities, or duties of Defendants under the Stipulation and this Final Order and Judgment.

16 11. By operation of the entry of this Final Order and Judgment, as of the Effective Date, the Parties  
17 and Settlement Class Members are ordered to perform their respective duties and obligations under the  
18 Stipulation.

19 12. If the settlement does not become final and effective in accord with the terms of the Stipulation,  
20 then this Final Order and Judgment shall be rendered null and void and shall be vacated and, in such  
21 event, all orders entered, including but not limited to all releases delivered in connection herewith, shall  
22 be null and void.

### 23 JUDGMENT

24 In accordance with, and for the reasons stated in, the Final Approval Order, judgment shall be  
25 entered whereby Representative Plaintiff and all Settlement Class Members shall take nothing from  
26 Defendants, except as expressly set forth in the Settlement Agreement. A true and correct copy of the  
27 executed Amended Joint Stipulation and Settlement of Class, Collective and Representative Action (the  
28 and the Amendment to the Amended Joint Stipulation and Settlement of Class, Collective, and

*Mikkelsen  
Tand  
Dagace*



1 Representative Action are attached hereto as Exhibit "1". Pursuant to California Code of Civil  
2 Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves  
3 exclusive and continuing jurisdiction over this action, the Representative Plaintiff, Class Members, and  
4 Defendant, for the purposes of:


- 5 (a) supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the  
6 Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and  
7 (b) supervising distribution of amounts paid under this Settlement.

8  
9 Notice of entry of this Judgment shall be given to the Settlement Class by posting on the Claims  
10 Administrator's website for a period of at least thirty (30) days. It shall not be necessary to send notice  
11 of the entry of this Judgment to Settlement Class Members.

12  
13 Order to Show Re Compliance with Judgment set for 12/3/21 at pm. Report  
14 due 11/19/21.

15  
16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17 Dated: April 2, 2021

18   
19 **Honorable Elihu M. Berle**  
20 **Judge of the Superior Court**

**Exhibit “1”**

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15 MOOG, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

17 HENRY RAMOS, an Individual, on behalf of  
18 himself and all others similarly situated

19 Plaintiff,

20 v.

21 MOOG, INC.; and DOES 1 through 100,  
22 Inclusive,

23 Defendants.

Case No. 19STCV41880  
Assigned to the Hon. Elihu M. Berle

**AMENDMENT TO THE AMENDED  
JOINT STIPULATION AND  
SETTLEMENT OF CLASS,  
COLLECTIVE, AND REPRESENTATIVE  
ACTION**

24  
25  
26 Whereas on or about November 2, 2020, Plaintiff Henry Ramos ("Plaintiff" or "Ramos"),  
27 individually and on behalf of all others similarly situated and alleged aggrieved employees, on the  
28 one hand, and Defendant Moog Inc. ("Defendant" or "Moog") on the other hand (collectively the

1 "Parties" and individually, a "Party") entered into an "Amended Joint Stipulation and Settlement  
2 of Class, Collective, and Representation Action (hereinafter the "Settlement Agreement" or  
3 "Agreement") which is incorporated herein by reference and is attached hereto as Exhibit "1".  
4 The Settlement Agreement including all the definitions and terms contained therein are hereby  
5 incorporated by reference. Except as specifically modified by this Amendment to the Amended  
6 Joint Stipulation and Settlement of Class, Collective, and Representative Action (hereinafter  
7 "Amendment"), the terms and conditions of the Settlement Agreement shall remain unmodified  
8 and in full force and effect. Whereas, subject to the Court's request on November 17, 2020, the  
9 Parties are seeking to clarify the calculation of individual Settlement Payments in the Settlement  
10 Agreement.

11 Therefore, the parties have agreed to this Amendment, wherein the Parties strike Section  
12 1.a., 1.b., and 1.c. on page 16 of Paragraph VIII of the Settlement Agreement and in its place agree  
13 to the following language:

14 **"VIII. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.**

15 1. Individual Settlement Payments will be calculated and apportioned from the Net  
16 Settlement Amount based on the number of Work Weeks a Participating Class Member worked  
17 during the Settlement Class Period. Specific calculations of Individual Settlement Payments will  
18 be made as follows:

- 19 a. The Claims Administrator will calculate the total number of weeks worked  
20 by each Participating Class Members ("Individual Work Weeks") and the  
21 total number of Work Weeks worked by all Participating Class Members  
22 (hereinafter "Participating Class Total Work Weeks") during the Settlement  
23 Class Period.
- 24 b. To determine each Participating Class Members Individual Settlement  
25 Payment, the Claims Administrator will use the following formula: The  
26 Settlement Administrator will divide the Net Settlement Amount by the  
27 Participating Class Total Work Weeks to calculate the weekly settlement  
28 amount. The Settlement Administrator will calculate each Participating



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Class Members' Individual Settlement Payment by first multiplying his or her individual Workweeks by the weekly settlement amount. Each Class Member's estimated Individual Settlement Payments will be indicated on the Notice.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Henry Ramos

Moog Inc.

Dated: 19 November 2020

by: Randy C. Fahs

Randy C. Fahs  
Please Print Name of Authorized Signatory  
Director, Corporate Contracts & Law

APPROVED AS TO FORM

KOKOZIAN LAW FIRM, APC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bruce Kozozian  
Attorneys for Plaintiff

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

Dated: November 24, 2020

Ronda D. Jamgotchian  
Ronda D. Jamgotchian  
Attorneys for Defendant

04/06/2021

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Class Members' Individual Settlement Payment by first multiplying his or her Individual Workweeks by the weekly settlement amount. Each Class Member's estimated Individual Settlement Payments will be indicated on the Notice.

11/19/2020



Dated: \_\_\_\_\_

Plaintiff Henry Ramos

Moog Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

KOKOZIAN LAW FIRM, APC

Dated: 11/19/20



Bruce Kokozyan  
Attorneys for Plaintiff

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

Dated: \_\_\_\_\_

Renda D. Jamgotchian  
Attorneys for Defendant

04/06/2021

04/06/2021

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15 Attorneys for Defendant  
MOOG, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

17 HENRY RAMOS, an Individual, on behalf of  
18 himself and all others similarly situated

19 Plaintiff,

20 v.

21 MOOG, INC.; and DOES 1 through 100,  
22 Inclusive,

23 Defendants.

Case No. 19STCV41880  
Assigned to the Hon. Elihu M. Berle

**AMENDED JOINT STIPULATION AND  
SETTLEMENT OF CLASS,  
COLLECTIVE, AND REPRESENTATIVE  
ACTION**

04/06/2021

1           Subject to final approval by the Court, which counsel and the Parties agree to diligently  
2 pursue and recommend in good faith, Plaintiff Henry Ramos ("Plaintiff" or "Ramos"),  
3 individually and on behalf of all others similarly situated and alleged aggrieved employees, on the  
4 one hand, and Defendant Moog Inc. ("Defendant" or "Moog") on the other hand (collectively the  
5 "Parties" and individually, a "Party"), hereby agree to the following binding settlement of the class  
6 action designated *Henry Ramos v. Moog Inc.*, LASC Case No. 19STCV41880 pursuant to the  
7 terms and conditions set forth below (the "Settlement Agreement" or "Agreement").<sup>1</sup>

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28 <sup>1</sup> Prior to remand, this case was *Henry Ramos v. Moog Inc.*, Case No. 2:19-cv-10775-TJH.

04/06/2021



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28

01/06/2021

1 **I. DEFINITIONS.**

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

4 **A. "Action."**

5 Means and refers to the instant lawsuit, captioned *Henry Ramos v. Moog Inc.*, LASC Case  
6 No. 19STCV41880.

7 **B. "Amended Complaint."**

8 Means and refers to the Second Amended Complaint Plaintiff will file to add causes of  
9 action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (FLSA), and claims under the  
10 Labor Code and applicable Wage Order.

11 **C. "Attorneys' Fees and Costs."**

12 The attorneys' fees agreed upon by the Parties and approved by the Court for Class  
13 Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class  
14 Counsel in the Action, including, but not limited to, costs associated with documenting the  
15 Settlement, providing any notices required as part of the Settlement or Court's Order, securing the  
16 Court's approval of the Settlement, administering the Settlement, any expert expenses, Class  
17 Counsel will request attorneys' fees not to exceed thirty-three percent (33%) of the Class  
18 Settlement Amount of \$800,000, which is a total of \$264,000. The costs requested to be  
19 reimbursed will not exceed \$15,000. The attorneys' fees and costs awarded are subject to the  
20 Court's approval. Defendant has agreed not to oppose Class Counsel's request for attorneys' fees  
21 and costs as set forth above. Such attorneys' fees and costs shall be paid from the Qualified  
22 Settlement Fund. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and  
23 Costs Award detailed in this Section and shall be solely and legally responsible for paying all  
24 applicable taxes on the payment made pursuant to this paragraph.

25 **D. "Claims Administration Costs."**

26 The costs payable from the Class Settlement Amount to the Claims Administrator for  
27 administering this Settlement, including, but not limited to, printing, distributing, and tracking  
28 documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,

1 distributing the Class Settlement Amount, providing necessary reports and declarations, and other  
2 duties and responsibilities set forth herein and as requested by the Parties to process this  
3 Settlement Agreement. The Claims Administration Costs will be paid from the Class Settlement  
4 Amount, including, if necessary, any such costs in excess of the amount represented by the Claims  
5 Administrator as being the maximum costs necessary to administer the settlement. The Claims  
6 Administration Costs are currently estimated to be \$20,000. The Parties agree to work in good  
7 faith to minimize, as much as possible, the Claims Administration Costs. To the extent actual  
8 Claims Administrations Costs are greater than \$20,000, such excess amount will be deducted from  
9 the Class Settlement Amount, subject to Court approval, provided the Claims Administration  
10 Costs will not increase the total Settlement Amount.

11 **E. "Claims Administrator."**

12 CPT Group, or any other third-party class action settlement claims administrator agreed to  
13 by the Parties and approved by the Court for the purposes of administering this Settlement. The  
14 Parties each represent that they do not have any financial interest in the Claims Administrator or  
15 otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

16 **F. "Class Counsel."**

17 Kokozyan Law Firm, APC, shall be appointed Class Counsel upon approval by the Court.

18 **G. "Class List."**

19 A complete list of all Class Members that Defendant will diligently and in good faith  
20 compile from its records and provide to the Claims Administrator within seven (7) calendar days  
21 after Preliminary Approval of this Settlement. The Class List will be formatted in a readable  
22 Microsoft Office Excel spreadsheet and will include each Class Member's full name, most recent  
23 mailing address, Social Security number, dates of employment (i.e., hire date and termination date,  
24 if applicable), Work Weeks and any other relevant information needed to calculate settlement  
25 payments.

26 **H. "Class Member(s)" or "Settlement Class."**

27 The Settlement Class herein consists of all persons who currently work, or formerly  
28 worked, as a non-exempt employee at Defendant's facility located in Torrance, California during

44/06/2021

1 the Class Period ("Class Members" or "Settlement Class"). The Settlement Class also includes  
2 persons who work or formerly worked at the Moog facility through a staffing company.  
3 Defendant represents that there are no more than 850 Class Members, including individuals who  
4 work at the Moog facility through a staffing company. If the number of Class Members at the  
5 time of preliminary approval increases by more than ten percent (10%) of the number set forth  
6 herein, then the Class Settlement Amount shall increase in the exact proportionate amount as any  
7 increase in class size beyond the ten percent (10%) (e.g., 12% increase = 2% proportionate  
8 increase in Gross Fund Value).

9 **I. "Class Period."**

10 The Class Period will begin on November 21, 2015, and end on the date the Court enters  
11 an order preliminarily approving the Parties' Settlement.

12 **J. "Class Representative Incentive Award."**

13 The amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the  
14 Action on behalf of Class Members and for his general release of claims. Subject to the Court  
15 granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of a  
16 Class Representative Incentive Award of \$5,000. Defendant has agreed not to oppose this  
17 amount. Plaintiff will be issued an IRS Form 1099 in connection with this payment. Plaintiff  
18 shall be solely and legally responsible for paying any and all applicable taxes on this payment and  
19 shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as  
20 a result of the payment. This time-and-effort and general release payment shall be in addition to  
21 Plaintiff's share of the Net Class Settlement Fund as a Participating Class Member, and shall be  
22 conditioned on the execution of this Settlement Agreement and general release of all claims,  
23 including a release pursuant to California Civil Code § 1542. Defendant makes no representations  
24 as to the tax treatment or legal effect of the payments called for herein, and Plaintiff is not relying  
25 on any statement or representation by Defendant or its counsel in this regard.

26 **K. "Class Settlement Amount."**

27 The sum of no more than \$800,000, to be paid by Defendant in full satisfaction of all  
28 claims arising from the Action. The Class Settlement Amount includes all Individual Settlement



1 Payments to Participating Class Members, the Class Representative Incentive Award to Plaintiff,  
2 Claims Administration Costs to the Claims Administrator, the Labor and Workforce Development  
3 Agency Payment, and Attorneys' Fees and Costs. In addition to the Class Settlement Amount,  
4 Defendant shall also pay the employer-side share of payroll taxes on the wage portion of the  
5 Individual Settlement Payments. Defendant will not pay more than the \$800,000 Class Settlement  
6 Amount amount stated herein, plus the employer-side share of payroll taxes on the wage portion  
7 of the Individual Settlement Payments, which will be calculated by the claims administrator.  
8 There is no reversion to Defendant of the Class Settlement Amount and the entire Class Settlement  
9 Amount will be paid out.

10 L. "Court."

11 Means and refers to the Superior Court of the State of California for the County of Los  
12 Angeles.

13 M. "Effective Date."

14 The date on which the Court's final approval Order becomes final, meaning either: (a) if  
15 there are no objections to the Settlement, the date the Court signs an Order granting final approval;  
16 (b) if there are objections to settlement, the date an order of final approval by the Court becomes  
17 non-appealable by virtue of the expiration of all applicable appeal periods; or (c) if an appeal is  
18 filed, the date all appeals have been exhausted and the Settlement becomes final under the  
19 California Rules of Court.

20 N. "Excluded Class Members."

21 Any Class Member who timely and validly submits a written request to be excluded from  
22 the Class on or before the Objection / Exclusion Deadline Date.

23 O. "Final Approval" or "Final Approval Date."

24 The date on which the Court's Final Approval Order is entered.

25 P. "Final Approval Hearing."

26 The hearing at which the Court considers whether to approve the Settlement and to enter  
27 the Final Approval Order.

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1           **Q.    "Individual Settlement Payment."**

2           Each Class Member's share of the Net Settlement Amount, which shall be distributed to  
3 the Class Members who do not request to be excluded from the Settlement Class, less employee  
4 portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI  
5 contributions and any other applicable payroll deductions required by law as a result of the  
6 payment of the amount allocated to such Participating Class Member as set forth herein. Class  
7 Members, except those who request to be excluded from the settlement, will be paid their portion  
8 of the Settlement, which will be considered 20% wages and the remaining 80% interest and  
9 penalties.

10           **R.    "LWDA Notice."**

11           The Parties agree that Plaintiff will submit Notice to the LWDA of this Joint Stipulation of  
12 Settlement within ten (10) calendar days of its execution by all Parties and Class Counsel will  
13 thereafter submit a copy of any judgment or any other order providing for an award of civil  
14 penalties in conformity with Labor Code Section 2699(l).

15           **S.    "LWDA Payment."**

16           The amount that the Parties have agreed to pay to the Labor and Workforce Development  
17 Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004  
18 (Cal. Lab. Code §§ 2698, *et seq.*, "the PAGA"). The Parties have agreed that \$24,000 of the Class  
19 Settlement Amount will be allocated to the resolution of any Class Members' claims arising under  
20 the PAGA. Pursuant to the PAGA, \$18,000 (75%) of the PAGA Settlement Amount will be paid  
21 to the California Labor and Workforce Development Agency and \$6,000 (25%) of the PAGA  
22 Settlement Amount will be included in the Net Settlement Amount.

23           **T.    "Net Settlement Amount."**

24           The portion of the Class Settlement Amount remaining after deduction of the approved  
25 Class Representative Incentive Award, Claims Administration Costs, the LWDA Payment, and the  
26 Attorneys' Fees and Costs. The Net Settlement Amount will be distributed to Participating Class  
27 Members.

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**U. "Notice of Class Action Settlement."**

The document substantially in the form attached as Exhibit A that will be mailed to Class Members' last known addresses and that will provide Class Members with information regarding the Action and information regarding the Settlement.

**V. "Notice of Objection."**

A Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; and (c) copies of any papers, briefs, or other documents upon which the objection is based. Class Members regardless of whether or not they submit a written objection to the Claims Administrator will have the right to appear at the Final Approval Hearing in order to have their objections heard by the Court. The Claims Administrator shall provide counsel for the Parties with complete copies of all objections received, including the postmark dates or fax timestamps for each objection, within five (5) calendar days of receipt. Plaintiff's Counsel will provide copies of any objections and supporting documents to the Court at least ten (10) days before the Final Approval Hearing.

**W. "Notice Packet."**

The Notice of Class Action Settlement the Claims Administrator will mail to Class Members.

**X. "Participating Class Members."**

All Class Members who are entitled to receive his/her share of the Net Settlement Fund and who do not submit a valid and timely Request for Exclusion.

**Y. "Plaintiff" or "Ramos."**

Plaintiff Henry Ramos.

**Z. "Preliminary Approval."**

The Court's order granting preliminary approval of the Settlement Agreement.

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1 AA. "Qualified Settlement Account."

2 The fund established by the Claims Administrator pursuant to Internal Revenue Code  
3 Section 1.468B-1.

4 BB. "Released Claims."

5 This term is defined as follows:

6 Upon the Effective Date and after Defendant fully funds the Class Settlement Amount, all  
7 Class Members shall fully and finally release Released Parties of the Released Claims for the  
8 Class Period. The Released Claims include, but are not limited to, any and all claims, wage and  
9 hour claims, rights, demands, liabilities and causes of action of any nature or description arising  
10 during the Class Period and arising from the facts and claims asserted in the Operative Complaint  
11 and/or that could have been asserted based on the facts alleged in the Operative Complaint against  
12 Defendant, including without limitation, statutory, constitutional, contractual or common law  
13 claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees,  
14 litigation costs, restitution, equitable relief or other relief under Business & Professions Code §  
15 17200, *et seq.*, based on the following categories: (a) any and all claims involving any alleged  
16 failure to pay the minimum wages required by state or federal law; (b) any and all claims arising  
17 under state or federal law involving any alleged failure to pay for all hours worked, including but  
18 not limited to any claim for minimum, straight time, overtime, or double time wages; (c) any and  
19 all claims arising under state or federal law involving any alleged failure to pay straight time,  
20 overtime or double time wages, including but not limited to any claim involving "off the clock"  
21 work, and any claim involving Defendant's workday or workweek, and any claim involving  
22 failure to include shift differentials, bonuses, other incentive pay, or compensation of any kind in  
23 the "regular rate" of pay; (d) any and all claims arising under state or federal law involving any  
24 alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay  
25 premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums  
26 at the regular rate of compensation required by Labor Code § 226.7; (e) any and all claims  
27 involving any alleged failure to keep accurate records or to issue proper wage statements; (f) any  
28 and all claims involving any alleged failure to timely pay wages, including but not limited to any

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1 claim that Defendant violated Labor Code §§ 201 or 202, and any claim for waiting time penalties  
2 under Labor Code § 203; (g) any and all claims involving any alleged failure to reimburse for  
3 necessary business expenses under Labor Code §§2800 or 2802; (h) any and all claims for unfair  
4 business practices in violation of Business and Professions Code sections 17200, *et seq.*; and (i)  
5 any and all penalties pursuant to the Private Attorneys General Act (“PAGA”) of 2004. The  
6 Released Claims include all such claims arising under the California Labor Code (including, but  
7 not limited to, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3,  
8 226.7, 227.3, 246, 256, 510, 511, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194,  
9 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, 2810.5, and 2698 *et seq.*); the Wage Orders of the  
10 California Industrial Welfare Commission; California Business and Professions Code section  
11 17200 *et seq.*; the California Civil Code, to include but not be limited to claims under §§ 3336; the  
12 California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; and  
13 federal common law. Participating Class Members who negotiate or otherwise deposit their  
14 Settlement Payment Check will be deemed to have opted into the Action for purposes of FLSA  
15 and as to those Class Members they expressly waive and release any Fair Labor Standards Act  
16 (“FLSA”) claims, whether known or unknown, arising during the Class Period and reasonably  
17 related to the claims and allegations in the Operative Complaint. This release excludes the release  
18 of claims not permitted by law. The following language will be printed on the reverse of each  
19 Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this  
20 check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of  
21 Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of  
22 the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my  
23 FLSA claims that are covered by the Settlement.” It is the intent of the Parties that the judgment  
24 entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be  
25 final and binding upon Plaintiff and all Class Members who have not expressly requested to be  
26 excluded from of the Settlement.

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1           **CC. "Released Parties."**

2           The Released Parties include Moog Inc., and its parents, subsidiaries, equity sponsors,  
3 related companies/corporations and/or partnerships (defined as a company/corporation and/or  
4 partnership that is, directly or indirectly, under common control with Defendant or any of its  
5 parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint  
6 employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans  
7 and fiduciaries thereof, and all of their respective employees, directors, officers, agents, attorneys,  
8 stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

9           **DD. "Request for Exclusion."**

10          A notice submitted by a Class Member requesting to be excluded from the settlement. The  
11 Request for Exclusion must be: (a) signed by the Class Member, (b) returned by fax or mail to the  
12 Claims Administrator at the specified address and/or facsimile number; and (c) faxed or  
13 postmarked on or before the Response Deadline. The date of the fax or postmark on the return  
14 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has  
15 been timely submitted. A Class Member who does not request exclusion from the settlement will  
16 be deemed a Class Member and will be bound by all terms of the Settlement Agreement if the  
17 settlement is granted final approval by the Court.

18          **EE. "Response Deadline."**

19          The deadline by which Class Members must mail or fax to the Claims Administrator valid  
20 Requests for Exclusion or Notices of Objection to the Settlement. The Response Deadline will be  
21 forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims  
22 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the  
23 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The  
24 Response Deadline for Requests for Exclusion will be extended fifteen (15) calendar days for any  
25 Class Member who is re-mailed a Notice Packet by the Claims Administrator, unless the 15th day  
26 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the  
27 next day on which the U.S. Postal Service is open. The Response Deadline may also be extended  
28 by express agreement between Class Counsel and Defendant's counsel. Under no circumstances,

1 however, will the Claims Administrator have the authority to unilaterally extend the deadline for  
2 Class Members to submit a Request for Exclusion or objection to the settlement.

3 **FF. "Settlement Payment Check."**

4 The payment to Participating Class Members. The back of the Settlement Payment Check  
5 shall state, immediately below the space where the check is to be endorsed by the payee: "By  
6 endorsing this check, I acknowledge that I read, understood, and agree to the terms set forth in the  
7 Notice of Class Action Settlement."

8 **GG. "Work Week(s)."**

9 A Work Week is the equivalent of one weekly pay period at Moog. The total number of  
10 Work Weeks between the later of either a Class Member's first date of employment (either  
11 employed with Moog, or employed through a staffing agency at Moog) or the beginning of the  
12 Class Period, inclusive, and the earlier of either the Class Member's last day of employment with  
13 Defendant (either employed with Moog, or employed through a staffing agency at Moog) or the  
14 end of the Class Period, inclusive, shall be a Class Member's total Work Weeks for purposes of  
15 determining the Participating Class Member's Individual Settlement Payment.

16 **II. FUNDING OF THE CLASS SETTLEMENT AMOUNT.**

17 Within ten (10) business days after the Effective Date of the Settlement, Defendant will  
18 make a one-time deposit of the Class Settlement Amount plus also the employer-side share of  
19 payroll taxes into a Qualified Settlement Account to be established by the Claims Administrator.  
20 Within fifteen (15) business days of the Effective Date, the Claims Administrator will issue  
21 payments to: (a) Participating Class Members; (b) the Labor and Workforce Development  
22 Agency; (c) Plaintiff; and (d) Class Counsel. The Claims Administrator will also issue a payment  
23 to itself for Court-approved services performed in connection with the Settlement. Defendant has  
24 no obligation to deposit such funds prior to the deadline set forth herein.

25 **III. ATTORNEYS' FEES AND COSTS.**

26 Defendant agrees not to oppose or impede any application by Class Counsel for attorneys'  
27 fees of not more than \$264,000 or the reimbursement of costs and expenses associated with Class  
28 Counsel's litigation and settlement of the Action not to exceed \$15,000. Class Counsel shall not

1 be entitled to attorneys' fees or costs for work performed in the Action other than as provided in  
2 this Settlement Agreement. The instant Settlement Agreement is the exclusive means for recovery  
3 of attorneys' fees and costs incurred in the Action.

4 **IV. CLASS REPRESENTATIVE INCENTIVE AWARD.**

5 In exchange for a general release by Plaintiff, and in recognition of Plaintiff's effort and  
6 work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or  
7 impede any application or motion for a Class Representative Incentive Award for Plaintiff. The  
8 Class Representative Incentive Award will be paid from the Class Settlement Amount and will be  
9 in addition to Plaintiff's individual settlement payment paid pursuant to the Settlement, and is  
10 conditioned on the execution of a general release of claims (including a release under California  
11 Civil Code § 1542) as set forth herein. Plaintiff will be solely and legally responsible for paying  
12 any and all applicable taxes on the payments made pursuant to this paragraph and will indemnify  
13 and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a  
14 result of the payment.

15 **V. CLAIMS ADMINISTRATION COSTS.**

16 The Claims Administrator will be paid for the reasonable costs of administration of the  
17 Settlement and distribution of payments from the Class Settlement Amount, which are currently  
18 estimated to be \$20,000. To the extent actual Claims Administrations Costs are greater than  
19 \$20,000, such excess amount will be deducted from the Class Settlement Amount, subject to Court  
20 approval, provided the Claims Administration Costs will not increase the total Settlement Amount.

21 **VI. LABOR AND WORKFORCE DEVELOPMENT AGENCY PAYMENT.**

22 Subject to Court approval, the Parties agree that \$24,000 of the Class Settlement Amount  
23 will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to  
24 the PAGA, \$18,000 (75%) of the PAGA Settlement Amount will be paid to the California Labor  
25 and Workforce Development Agency and \$6,000 (25%) of the PAGA Settlement Amount will be  
26 included in the Net Settlement Amount.

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1 VII. NET SETTLEMENT AMOUNT.

2 The Net Settlement Amount will be used to satisfy Individual Settlement Payments to  
3 Participating Class Members from the Settlement Class in accordance with the terms of this  
4 Settlement.

5 VIII. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.

6 1. Individual Settlement Payments will be calculated and apportioned from the Net  
7 Settlement Amount based on the number of Work Weeks a Class Member worked during the  
8 Settlement Class Period. Specific calculations of Individual Settlement Payments will be made as  
9 follows:

10 a. The Claims Administrator will calculate the total number of weeks worked  
11 by each Class Member ("Individual Work Weeks") and the total number of  
12 Work Weeks worked by all Class Members ("Class Work Weeks") during  
13 the Settlement Class Period.

14 b. To determine each Class Member's Individual Settlement Payment, the  
15 Claims Administrator will use the following formula: The Settlement  
16 Administrator will divide the Net Settlement Amount by the Class Work  
17 Weeks to calculate the weekly settlement amount. The Settlement  
18 Administrator will calculate each Class Members' Individual Settlement  
19 Payment by first multiplying his or her Individual Workweeks by the  
20 weekly settlement amount. Each Class Member's estimated Individual  
21 Settlement Payments will be indicated on the Notice.

22 c. The Individual Settlement Payments estimates indicated on the Notice are  
23 subject to change, depending on factors including how many Class  
24 Members become Excluded Class Members (resulting in their Individual  
25 Workweeks being removed from the final Class Work Weeks, thereby  
26 increasing the final weekly settlement amount).

27 2. The Individual Settlement Payment will be reduced by any required deductions for  
28 each Participating Class Members as set forth herein, including employee-side tax withholdings or

1 deductions. Class Members, except those who request to be excluded from the settlement, will be  
2 paid their portion of the Settlement, which will be considered 20% wages and the remaining 80%  
3 interest and penalties. The Parties agree that the Claims Administrator will issue each  
4 Participating Class Member a Form W-2 and a Form 1099 for all amounts paid under this  
5 Settlement, making all deductions and withholdings required under law.

6 3. The Individual Settlement Payments made to Participating Class Members under  
7 this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to  
8 calculate any additional benefits under any benefit plans to which any Class Members may be  
9 eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock  
10 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it  
11 is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or  
12 amounts to which any Class Members may be entitled under any benefit plans.

13 **IX. SETTLEMENT ADMINISTRATION PROCESS.**

14 1. The Parties agree to cooperate in the administration of the settlement and to make  
15 all reasonable efforts to control and minimize the costs and expenses incurred in administration of  
16 the Settlement. The Claims Administrator will provide the following services:

- 17 a. Establish and maintain a Qualified Settlement Account.
- 18 b. Calculate the Individual Settlement Payment each Class Member is eligible  
19 to receive.
- 20 c. Print and mail the Notice Packet.
- 21 d. Translate the Notice Packet into Spanish by request of Class Members.
- 22 e. Establish and maintain a toll-free information telephone support line to  
23 assist Class Members who have questions regarding the Notice Packet.
- 24 f. Conduct additional address searches for mailed Notice Packets that are  
25 returned as undeliverable.
- 26 g. Calculate Participating Class Members' Individual Settlement Payment,  
27 field inquiries from Class Members, and administer any Requests for  
28 Exclusion. This service will include settlement proceed calculation, printing



- 1 and issuance of Settlement Payment Checks, and preparation of IRS W-2  
2 and 1099 Tax Forms. Basic accounting for and payment of employee tax  
3 withholdings and forwarding all payroll taxes and penalties to the  
4 appropriate government authorities will also be included as part of this  
5 service.
- 6 h. Calculate and make any and all payments on behalf of Defendant required  
7 pursuant to the Settlement Agreement, including but not limited to, FICA,  
8 FUTA, and SDI contributions and the employer's portion of all payroll  
9 taxes, which shall be made from the Gross Settlement Amount.
- 10 i. Issuing to Plaintiff, Participating Class Members, and Plaintiff's Counsel  
11 any W-2, 1099, or other tax forms as may be required by law for all  
12 amounts paid pursuant to this Settlement.
- 13 j. Provide declarations and/or other information to the Court as requested by  
14 the Parties and/or the Court.
- 15 k. Provide weekly status reports to counsel for the Parties.
- 16 l. Post the final judgment on the claim administrator's website after it is  
17 entered.
- 18 2. Within seven (7) calendar days of Preliminary Approval, Defendant will provide  
19 the Class List to the Claims Administrator.
- 20 3. Within fourteen (14) calendar days after receiving the Class List from Defendant,  
21 the Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class  
22 U.S. Mail, using the most current, known mailing addresses identified in the Class List.
- 23 4. Prior to mailing, the Claims Administrator will perform a search based on the  
24 National Change of Address Database for information to update and correct for any known or  
25 identifiable address changes. Any Notice Packets returned to the Claims Administrator as non-  
26 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.  
27 Mail to the forwarding address affixed thereto and the Claims Administrator will indicate the date  
28 of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims



1 Administrator will promptly attempt to determine the correct address using a skip-trace, or other  
2 search using the name, address and/or Social Security number of the Class Member involved, and  
3 will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice  
4 Packet, whether by skip-trace or by request, will have between the later of (a) an additional  
5 fourteen (14) calendar days or (b) the Response Deadline to postmark or electronically submit a  
6 Request for Exclusion or an objection to the Settlement.

7 5. All Class Members will be mailed a Notice Packet containing the Form attached as  
8 Exhibit A as approved by the Court.

9 6. Class Members will have an opportunity to dispute the information provided in  
10 their Notice Packets. If Class Members dispute the number of Work Weeks to which they have  
11 been credited or the amount of their Individual Settlement Payment, Class Members may produce  
12 evidence to the Claims Administrator showing that such information is inaccurate. Absent  
13 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.  
14 However, if a Class Member produces evidence to the contrary, the Claims Administrator will  
15 consult with Class Counsel and Defendant's counsel, and will evaluate the evidence submitted by  
16 the Class Member. Together, the Claims Administrator, Class Counsel and Defendant's counsel  
17 will make the final decision as to the number of eligible Work Weeks that should be applied  
18 and/or the Individual Settlement Payment to which the Class Member may be entitled. All such  
19 disputes are to be resolved not later than fourteen (14) calendar days after the Response Deadline.

20 7. Request for Exclusion Procedures. Any Class Member wishing to be excluded from  
21 the Settlement Agreement must sign and postmark a written Request for Exclusion to the Claims  
22 Administrator within the Response Deadline. The date of the postmark on the return mailing  
23 envelope will be the exclusive means to determine whether a Request for Exclusion has been  
24 timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who  
25 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were  
26 timely submitted. Any Class Member who does not timely seek exclusion will be bound by the  
27 terms of this Settlement Agreement.

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1 X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.

2 1. Defendant's Option to Nullify the Settlement Agreement. If 10% or more of the  
3 Class Members request to be excluded from the Settlement (or are otherwise excluded),  
4 Defendant, in its sole discretion, shall have the option of nullifying the Settlement Agreement.  
5 Should Defendant, in its sole discretion, nullify the Settlement Agreement, it must notify Class  
6 Counsel in writing within thirty (30) days of the Notice Packet Response Deadline. In such a case,  
7 the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their  
8 respective statuses as of the date and time immediately prior to the execution of this Agreement,  
9 and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed,  
10 except that any fees already incurred by the Claims Administrator shall be paid equally by both  
11 Parties.

12 2. Nullification of the Settlement Agreement. In the event: (i) the Court does not  
13 enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the  
14 Court does not finally approve the Settlement as provided herein; (iii) the Effective Date does not  
15 occur as provided herein; (iv) Defendant exercises its option to nullify the Settlement Agreement  
16 based on an excessive number of excluded class members, as described in the above paragraph; or  
17 (v) the Settlement does not become final for any other reason (e.g., an objection by the LWDA),  
18 this Settlement Agreement shall be null and void. Should this occur, any order or award entered  
19 by the Court in furtherance of this Settlement Agreement shall be treated as void from the  
20 beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and  
21 shall not be treated as an admission by the Parties or their Counsel. In such a case, the Parties and  
22 any funds to be awarded under this Settlement Agreement shall be returned to their respective  
23 statuses as of the date and time immediately prior to the execution of this Settlement Agreement,  
24 and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed,  
25 except that any fees already incurred by the Claims Administrator shall be paid by the Parties.

26 3. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any  
27 Class Member who does not affirmatively request to be excluded from the Settlement Agreement  
28 by submitting a timely and valid Request for Exclusion will be bound by all its terms, including

1 those pertaining to the Released Claims, as well as any Judgment that may be entered confirming  
2 the Settlement.

3 **XI. OBJECTION PROCEDURES.**

4 To object to the Settlement Agreement, a Class Member must postmark a valid Notice of  
5 Objection to the Claims Administrator before the Response Deadline. The Notice of Objection  
6 must be signed by the Class Member and contain all information required by this Settlement  
7 Agreement. The postmark date will be deemed the exclusive means for determining that the  
8 Notice of Objection is timely. Class Members regardless of whether or not they submit a written  
9 objection to the Claims Administrator will have the right to appear at the Final Approval Hearing  
10 in order to have their objections heard by the Court. Neither the Parties nor their counsel will  
11 solicit or otherwise encourage Class Members to submit written objections to the Settlement  
12 Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class  
13 Members with respect to any such objections to this Settlement.

14 **XII. CERTIFICATION REPORTS REGARDING INDIVIDUAL SETTLEMENT  
15 PAYMENT CALCULATIONS.**

16 1. The Claims Administrator will provide Defendant’s counsel and Class Counsel a  
17 weekly report that certifies: (a) the number and names of Participating Class Members from the  
18 Settlement Class who have disputed their anticipated Individual Settlement Payment; (b) the  
19 number of Class Members who have submitted valid Requests for Exclusion; and (c) any  
20 objections submitted to the Settlement along with a copy of any such objection. Additionally, the  
21 Claims Administrator will provide to counsel for both Parties any updated reports regarding the  
22 administration of the Settlement Agreement as needed or requested.

23 2. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to  
24 Participating Class Members will be negotiable for at least one hundred eighty (180) calendar  
25 days. Those funds represented by settlement checks returned as undeliverable and those  
26 settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after  
27 issuance shall be distributed to the California State Unclaimed Property Fund for the benefits of  
28 those Settlement Class Members who did not cash their checks until such time they claim their

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1 property because such a payment complies with the equitable provision of C.C.P. § 384(b), which  
2 permits the Court for good cause to approve an alternative distribution method for uncashed  
3 checks when it will better serve the public interest or the interest of the class. The Parties agree  
4 that Good Cause exists here for payment to be made to the California State Unclaimed Property  
5 Fund for the benefit of the class members. The parties agree that this disposition results in no  
6 "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement  
7 Amount will be paid out to Settlement Class Members, whether or not they all cash their  
8 settlement checks.

9 3. Certification of Completion. Upon completion of administration of the Settlement,  
10 the Claims Administrator will provide a written declaration under oath to certify such completion  
11 to the Court and counsel for all Parties.

12 **XIII. TAX TREATMENT OF INDIVIDUAL SETTLEMENT PAYMENTS.**

13 All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of  
14 each Individual Settlement Payment will be allocated as wages and eighty percent (80%) will be  
15 allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and  
16 the portions allocated to non-wages will be reported on an IRS Form-1099 by the Claims  
17 Administrator. The gross Individual Settlement Payments will be reduced by any required legal  
18 deductions for each Class Member. All standard employee payroll deductions will be made for  
19 state and federal withholding taxes, including any other applicable payroll deductions owed by the  
20 Participating Class Members as a result of the wage component, resulting in a net wage  
21 component. The Claims Administrator will issue a check and W-2 Form to each Class Member  
22 for the wage component. No withholding shall be made on the penalty portions of the gross  
23 Individual Settlement Payment. The Claims Administrator will issue a second check and IRS  
24 Form 1099 for the remaining penalty component. The Claims Administrator shall be responsible  
25 for issuing the payments and calculating and withholding all required state and federal taxes. The  
26 Claims Administrator shall determine the eligibility for, and the amounts of, any Individual  
27 Settlement Payments under the terms of this Settlement Agreement. Any disputes not resolved by  
28 the Claims Administrator concerning the administration of the Settlement will be resolved by the

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1 Court, under the laws of the State of California. Prior to any such involvement of the Court,  
2 counsel for the Parties will confer in good faith to resolve the dispute without the necessity of  
3 involving the Court.

4 **XIV. ADMINISTRATION OF TAXES BY THE CLAIMS ADMINISTRATOR.**

5 1. Tax Liability. Defendant makes no representation as to the tax treatment or legal  
6 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not  
7 relying on any statement, representation, or calculation by Defendant or by the Claims  
8 Administrator in this regard. Plaintiff and Participating Class Members understand and agree they  
9 will be solely responsible for the payment of their share of any taxes and penalties assessed on the  
10 payments described herein.

11 2. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
12 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH  
13 PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING  
14 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO  
15 PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN  
16 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR  
17 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY  
18 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
20 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS  
22 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
23 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT  
24 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
26 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
27 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
28 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

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1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
3 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
4 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
7 SETTLEMENT AGREEMENT.

8 **XV. RELEASE BY CLASS MEMBERS.**

9 1. No Prior Assignments. The Parties and their counsel represent, covenant, and  
10 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
11 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
12 action, cause of action or right herein released and discharged.

13 2. It is the desire of the Plaintiff, Class Members (except those who exclude  
14 themselves from the Settlement), and Defendant to fully, finally, and forever settle, compromise,  
15 and discharge the Released Claims as to the Released Parties. Thus, upon the Effective Date and  
16 after Defendant fully funds the Class Settlement Amount, and except as to such rights or claims  
17 as may be created by this Settlement Agreement, the Class Members shall fully release and  
18 discharge the Released Parties from any and all Released Claims for the entire Class Period. This  
19 release shall be binding on all Class Members who have not timely submitted a valid and complete  
20 Request for Exclusion, including each of their respective attorneys, agents, spouses, executors,  
21 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of  
22 the Released Parties, who shall have no further or other liability or obligation to any Settlement  
23 Class Member with respect to the Released Claims, except as expressly provided herein.

24 3. Release of Additional Claims and Rights by Plaintiff ("Plaintiff's Released  
25 Claims"). Upon the Effective Date, and as a condition of receiving any portion of the Class  
26 Representative Incentive Award, Plaintiff agrees to the additional following General Release:  
27 Plaintiff on behalf of Plaintiff and Plaintiff's successors, heirs, assigns, agents, and  
28 representatives, hereby fully and forever releases and discharges Defendant and its parents,

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1 subsidiaries, predecessors, successors, affiliated companies, owners, officers, executives, directors,  
2 principals, shareholders, investors, current and former employees, representatives, attorneys,  
3 investigators, insurers, servants, agents, heirs and assigns (hereafter collectively referred to as the  
4 "Releasees") from any and all claims, actions, suits, losses, rights, damages, costs, fees, expenses,  
5 accounts, demands, obligations, liabilities, and causes of action of every character, nature, kind or  
6 description whatsoever, known or unknown, foreseen or unforeseen, and suspected or  
7 unsuspected, arising out of, or relating to, any act or omission, whatsoever from the beginning of  
8 time to the date of the execution of this Agreement, arising out of, connected with or incidental to  
9 the dealings between the Parties hereto, including but not limited to those arising out of Plaintiff's  
10 employment with Defendant and/or the termination thereof. Plaintiff hereby releases fully and  
11 forever all claims against the Releasees, including, without limitation, claims arising under any  
12 state or federal law or regulation, including the California Fair Employment and Housing Act  
13 ("FEHA"), federal and state False Claims Acts, Title VII of the Civil Rights Act, the Americans  
14 With Disabilities Act ("ADA"), the Family Medical Leave Act ("FMLA"), the Federal Age  
15 Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit  
16 Protection Act ("OWBPA"), the California Family Rights Act ("CFRA"), the Fair Labor  
17 Standards Act ("FLSA"), the Employee Retirement Income Security Act ("ERISA"), the National  
18 Labor Relations Act ("NLRA"), the Private Attorneys General Act ("PAGA"), the California  
19 Government Code, the California Civil Code, the California Labor Code, Section 132a of the  
20 California Labor Code, the California Healthy Workplaces Healthy Families Act, the California  
21 Business and Professions Code, the applicable California Wage Order, and any and all other  
22 federal, state or local laws or regulations relating to employment, discrimination, harassment,  
23 retaliation, public policy, wage/hour and/or compensation. This Release does not include claims  
24 that cannot be waived as a matter of law. Plaintiff's Released Claims include all claims, whether  
25 known or unknown. Even if Plaintiff discovers facts in addition to or different from those that he  
26 now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims,  
27 those claims will remain released and forever barred. Thus, Plaintiff expressly waives and

28

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1 relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which  
2 reads:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**  
4 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW**  
5 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME**  
6 **OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY**  
7 **HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS**  
8 **OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**  
9 **PARTY.**

7 **XVI. PRELIMINARY APPROVAL HEARING.**

8  
9 1. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of  
10 the Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional  
11 certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the  
12 proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness  
13 Hearing.

14 2. The Preliminary Approval Order will provide for the Notice Packet to be sent to all  
15 Class Members as specified herein. In conjunction with the Preliminary Approval hearing,  
16 Plaintiff will submit this Settlement Agreement and will include the proposed Notice Packet.

17 3. Class Counsel will be responsible for drafting all documents necessary to obtain  
18 preliminary approval, subject to review by Defendant's counsel. Any failure by the Court to fully  
19 and completely approve the Settlement Agreement, which has the effect of preventing the full and  
20 complete approval of the Settlement Agreement as written and agreed to by the Parties, will result  
21 in this Settlement Agreement and all obligations under this Settlement Agreement being nullified  
22 and voided.

23 **XVII. FINAL SETTLEMENT APPROVAL HEARING AND ENTRY OF JUDGMENT.**

24 1. Upon expiration of the Response Deadline, a Final Approval/Settlement Fairness  
25 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along  
26 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the LWDA  
27 Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Incentive Payment; and  
28 (e) all Claims Administration Costs.

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1           2.     Class Counsel will be responsible for drafting all documents necessary to obtain  
2 Final Approval, subject to review by Defendant's counsel. Class Counsel will also be responsible  
3 for drafting the attorneys' fees and costs application to be heard at the final approval hearing. Any  
4 failure by the Court to fully and completely grant final approval of the Settlement will result in  
5 this Settlement Agreement entered into by the Parties and all obligations under this Settlement  
6 Agreement being nullified and voided. Upon such failure, any order or award entered by the  
7 Court in further of this Settlement Agreement shall be treated as void from the beginning, and the  
8 stipulations and agreements contained herein shall be of no force or effect and shall not be treated  
9 as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be  
10 awarded under this Settlement shall be returned to their respective statuses as of the date and time  
11 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects  
12 as if this Settlement Agreement had not been executed, except that any fees already incurred by  
13 the Claims Administrator shall be paid by the Parties.

14 **XVIII. JUDGMENT AND CONTINUED JURISDICTION.**

15           After entry of the Final Approval Order, the Court shall have continuing jurisdiction solely  
16 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement;  
17 (ii) Settlement administration matters; and (iii) such post-Final Judgment matters as may be  
18 appropriate under court rules or as set forth in this Agreement.

19 **XIX. OTHER PROVISIONS.**

20           1.     Exhibits Incorporated by Reference. The terms of this Settlement include the terms  
21 set forth in any attached Exhibits, which are incorporated by this reference as though fully set  
22 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

23           2.     Entire Agreement. This Settlement Agreement and any attached Exhibits constitute  
24 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
25 agreements may be deemed binding on the Parties.

26           3.     Amendment or Modification. This Settlement Agreement may be amended or  
27 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
28 interest and approved by the Court.

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1           4.     Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant  
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
3 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
4 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
5 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
6 counsel will cooperate with each other and use their best efforts to effect the implementation of the  
7 Settlement. If the Parties are unable to reach agreement on the form or content of any document  
8 needed to implement the Settlement, or on any supplemental provisions that may become  
9 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the  
10 mediator, Steve Rottman Esq., to resolve such disagreement.

11           5.     Binding on Successors and Assigns. This Settlement Agreement will be binding  
12 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
13 defined.

14           6.     California Law Governs. All terms of this Settlement Agreement and Exhibits  
15 hereto will be governed by and interpreted according to the laws of the State of California.

16           7.     Execution and Counterparts. This Settlement Agreement is subject only to the  
17 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
18 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
19 of the signature page, will be deemed to be one and the same instrument. The Parties may execute  
20 this Settlement Agreement electronically (e.g., DocuSign), and such copies shall have the same  
21 force and effect as an executed original.

22           8.     Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe  
23 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
24 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
25 litigation, taking into account all relevant factors, present and potential. The Parties further  
26 acknowledge that they are each represented by competent counsel and that they have had an  
27 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
28 Settlement.



1           9.    Invalidity of Any Provision. Before declaring any provision of this Settlement  
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest  
3 extent possible consistent with applicable precedents so as to define all provisions of this  
4 Settlement Agreement valid and enforceable.

5           10.   Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
6 class certification for purposes of this Settlement only; except, however, that either party may  
7 appeal any Court order that materially alters the Settlement Agreement's terms.

8           11.   Class Action Certification for Settlement Purposes Only. The Parties agree to  
9 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
10 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
11 that certification for purposes of the Settlement is not an admission that class action certification is  
12 proper under the standards applied to contested certification motions and that this Settlement  
13 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a  
14 class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other  
15 than according to the Settlement's terms.

16           12.   Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
17 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of  
18 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
19 specifically denies, that it has violated any federal, state, or local law; violated any regulations or  
20 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal  
21 requirements; breached any contract; violated or breached any duty; engaged in any  
22 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its  
23 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the  
24 negotiations connected with it, shall be construed as an admission or concession by Defendant of  
25 any such violations or failures to comply with any applicable law. Except as necessary in a  
26 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its  
27 terms and provisions shall not be offered or received as evidence in any action or proceeding to  
28 establish any liability or admission on the part of Defendant or to establish the existence of any

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1 condition constituting a violation of, or a non-compliance with, federal, state, local or other  
2 applicable law.

3 13. Captions. The captions and section numbers in this Settlement Agreement are  
4 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope  
5 or intent of the provisions of this Settlement Agreement.

6 14. Waiver. No waiver of any condition or covenant contained in this Settlement  
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
8 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
9 right or remedy.

10 15. Enforcement Action. If one or more of the Parties institutes any legal action or  
11 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or  
12 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
13 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, in  
14 connection with any enforcement actions, to the extent permitted by California law.

15 16. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
16 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be  
17 construed more strictly against one party than another merely by virtue of the fact that it may have  
18 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-  
19 length negotiations between the Parties, all Parties have contributed to the preparation of this  
20 Settlement Agreement.

21 17. Representation by Counsel. The Parties acknowledge that they have been  
22 represented by counsel throughout all negotiations that preceded the execution of this Settlement  
23 Agreement and that this Settlement Agreement has been executed with the consent and advice of  
24 counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there  
25 are no liens on the Settlement Agreement.

26  
27  
28

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1 18. All Terms Subject to Court Approval. All amounts and procedures described in this  
2 Settlement Agreement herein will be subject to final approval by the Court.

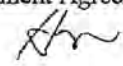
3 19. Cooperation and Execution of Necessary Documents. All Parties will cooperate in  
4 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of  
5 this Settlement Agreement.

6 20. Confidentiality. Plaintiff, Class Counsel, Defendant and their counsel agree that  
7 they will not issue any press releases related in any way to this settlement. Plaintiff and Class  
8 Counsel agree that, prior to preliminary approval of the settlement, they will keep the terms of this  
9 settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff shall  
10 be informed that the settlement is confidential and shall be advised to keep the settlement  
11 confidential. From and after preliminary approval of the settlement, Plaintiff, Class Counsel and  
12 the Class Members may: (1) as required by law; (2) as required under the terms of the settlement;  
13 or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding  
14 the specific terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit  
15 their statements regarding the terms of the settlement, whether oral, written or electronic  
16 (including the internet), to say the Action has been resolved and that Plaintiff and Class Counsel  
17 are satisfied with the Settlement terms. Nothing in this Paragraph is intended to interfere with  
18 Class Counsel's duties and obligations to faithfully discharge the duties as Class Counsel,  
19 including but not limited to, communicating with Class Members regarding the Settlement. This  
20 Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal  
21 or firm website(s).

22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //

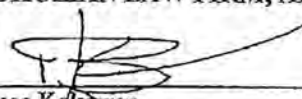
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1 21. Binding Agreement. The Parties warrant that they understand and have full  
2 authority to enter into this Settlement, intend that this Settlement Agreement will be fully  
3 enforceable and binding on all Parties, and agree that it will be admissible and subject to  
4 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
5 provisions that otherwise might apply under federal or state law. Plaintiff, and not his respective  
6 representative(s), must personally execute this Settlement Agreement.

7 Dated: 10/26/2020   
8 \_\_\_\_\_  
9 Plaintiff Henry Ramos

10 **Moog Inc.**  
11 Dated: \_\_\_\_\_  
12 \_\_\_\_\_  
13 Please Print Name of Authorized Signatory  
14 \_\_\_\_\_

15 **APPROVED AS TO FORM**

16 **KOKOZIAN LAW FIRM, APC**  
17   
18 Dated: 10/26/20 \_\_\_\_\_  
19 Bruce Kokozian  
20 Attorneys for Plaintiff

21 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**  
22 Dated: \_\_\_\_\_  
23 Ronda D. Jangotchian  
24 Attorneys for Defendant

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04/06/2021

# EXHIBIT A

**NOTICE OF CLASS, COLLECTIVE AND REPRESENTATIVE ACTION SETTLEMENT**

*Henry Ramos v. Moog, Inc.*  
Los Angeles County Superior Court Case No. 19STCV41880

IF YOU WERE EMPLOYED AS A NON-EXEMPT EMPLOYEE OR ENGAGED AS A CONTRACT WORKER THROUGH A STAFFING COMPANY AT MOOG'S FACILITY LOCATED IN TORRANCE, CALIFORNIA DURING THE SETTLEMENT PERIOD (DEFINED AS NOVEMBER 21, 2015 THROUGH ~~PRELIMINARY APPROVAL DATE~~), YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

*A court approved this notice. This is not an advertisement.*

You are not being sued. However, your legal rights may be affected whether you act or not.

**PLEASE READ THIS NOTICE.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>INCLUDE THE FOLLOWING:</b>	
<b>DO NOTHING</b>	If you do nothing, you will <u>automatically</u> be considered part of the Settlement Class and will receive a payment from the Settlement as explained more fully below. No action is required for you to receive a share of this Settlement.
<b>EXCLUDE YOURSELF</b>	If you do not want to receive a payment and do not want to participate in this Settlement, you must exclude yourself from the Settlement. As a result, you will not receive any benefits under the Settlement nor will you release any claims you may have against Moog.
<b>OBJECT</b>	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

**WHAT IS IN THIS NOTICE**

1.	Why Should You Read This Notice?.....	Page 1
2.	What Is the Class Action Settlement?.....	Page 2
3.	What Is the Case About?.....	Page 2
4.	How Much Can I Expect to Receive?.....	Page 3
5.	Why Did Moog Join in This Notice?.....	Page 3
6.	Who Is the Plaintiff in This Class Action? .....	Page 3
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8.	What Are My Rights? How Will My Rights Be Affected?.....	Page 4
9.	How Will Plaintiff's Attorneys for the Case Be Paid? .....	Page 5

**1. Why Should You Read This Notice?**

You have received this Notice because records indicate that you are a member of the Settlement Class in this action. The Settlement Class is comprised of all persons who during the Settlement Period (defined as November 21, 2015 through [PRELIMINARY APPROVAL DATE]) worked, as a non-exempt employee at Moog's facility located in Torrance, California including those who worked through a staffing company (together, "Class Members" or the "Settlement Class"). The Court has certified the Settlement Class for settlement purposes only.

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on ~~XXXXX~~ 2020 at ~~XXX~~ a.m./p.m. in the Los Angeles County Superior Court. Judge Elihu M. Berle determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Elihu M. Berle also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on <<date>> at <<time>>a.m./p.m. in Department 6 of the California Superior Court for the County of Los Angeles, 312 N. Spring Street, Los Angeles, California 90012. The Final Approval Hearing may be continued to another date without further notice.

**2. *What is the Class Action Settlement?***

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

**3. *What Is the Case About?***

On or about November 21, 2019, Plaintiff Henry Ramos ("Plaintiff") filed a lawsuit on behalf of himself and all other similarly situated persons employed by Moog at its facility in Torrance, California. The lawsuit alleges the following claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to pay overtime wage at the legal overtime pay rate; (4) failure to provide paid rest periods; (5) failure to timely furnish accurate itemized wage statements; (6) violations of Labor Code section 203; (7) unfair business practices; (8) penalties pursuant to Labor Code section 2698 et seq.; (9) failure to provide meal periods; (10) violation of Labor Code Section 2802; and (11) unpaid wages and overtime under the Fair Labor Standards Act ("FLSA") (the "Action"). The Action seeks recovery of unpaid wages, restitution, damages for actual injury, statutory penalties, civil penalties, interest, attorneys' fees and costs.

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 August 3, 2020, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation and Settlement of Class, Collective, and Representative Action (the "Settlement" or "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.

The Court has not ruled on the merits of Plaintiff's claims or Moog's defenses.

**4. How Much Can I Expect to Receive?**

Moog will pay a total sum of \$800,000 ("Class Settlement Amount"), which includes all Individual Settlement Payments, the LWDA Payment, attorneys' fees and costs, costs of administering the Settlement, and the Class Representative Incentive Award.

Moog's records indicate that you worked approximately \_\_\_ workweeks between November 21, 2015 and (XXXX) date preliminary approval granted. Based on these records, your estimated payment as a Class Member would be \$\_\_\_\_\_.

All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages and eighty percent (80%) will be allocated as non-wages for penalties and any other non-taxable items. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Claims Administrator. The Claims Administrator will issue a check and W-2 Form to each Class Member for the wage component. The Claims Administrator will issue a second check and IRS Form-1099 for the remaining non-wages component. No withholding shall be made on the non-wages portion of the Individual Settlement Payment.

Any checks issued by the Claims Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

**5. Why Did Moog Join in This Notice?**

Moog contends that its conduct is and has been lawful at all relevant times and that Plaintiff's claims do not have merit. Moog denies all liability and denies that it owes money for any of the claims alleged in the Action, but it recognizes the risks, distractions, and costs associated with further litigation. 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.

**6. Who Is the Plaintiff in This Class Action?**

Henry Ramos is the Plaintiff and Class Representative in this class action lawsuit. He is acting on behalf of himself and on behalf of other members of the class.

7. *Who Are the Attorneys Representing the Parties?*

**Class Counsel**

Bruce Kokozian, Esq.  
KOKOZIAN LAW FIRM, APC  
9440 South Santa Monica Boulevard, Suite 510  
Beverly Hills, CA 90210-4608  
Tel.: (323) 857-5900

**Defense Counsel**

Ronda Jangotchian, Esq.  
Michael Campbell, Esq.  
Michaela Goldstein, Esq.  
SHEPPARD, MULLIN,  
RICHTER & HAMPTON, LLP  
1901 Avenue of the Stars, Suite 1600  
Los Angeles, CA 90067

8. *What are my Rights? How Will My Rights Be Affected?*

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

**Participating in the Settlement**

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of workweeks you worked at the Moog facility in Torrance, California during the Class Period. Your Individual Settlement Payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above is incorrect, you should contact the Claims Administrator listed at the end of this Notice no later than XXXXX (45 days from the postmark date.) You should submit to the Class Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

**NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.**

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

**Objecting to the Settlement**

If you wish to **Object to the Settlement**, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, and telephone number. The Objection must be mailed or faxed to the Claims Administrator (whose address is listed below) and must be postmarked no later than XXXXX. **Late Objections will not be considered.**

Regardless of whether you file an Objection in writing, you may also, if you wish, appear at the Final Approval Hearing set for XXXXXX 2020 at \_\_ a.m./ p.m. in Dept. 6 of the Los Angeles County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice. Class Members may appear remotely for the Final Approval Hearing and should contact the court clerk for Department 6 for instructions on how to appear

remotely if you wish. If you object to the settlement, you will still receive your share of the settlement if the court approves the settlement.

**Opting Out of the Settlement**

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Claims Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be postmarked no later than XXXXXXX 2020. Late Opt-Outs will not be considered. If you timely mail a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. You will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Moog.

**Effect of the Settlement on Your Rights**

Upon the Effective Date and after Moog fully funds the Class Settlement Amount, unless you submit a valid and timely request for exclusion, you shall be deemed to fully and finally release Defendant Moog Inc., and its parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans and fiduciaries thereof, and all of their respective employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns ("Released Parties") of the Released Claims for the Class Period. The Released Claims include, but are not limited to, any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising during the Class Period and arising from the facts and claims asserted in the Operative Complaint and/or that could have been asserted based on the facts alleged in the Operative Complaint against Defendant, including without limitation, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code § 17200, et seq., based on the following categories: (a) any and all claims involving any alleged failure to pay the minimum wages required by state or federal law; (b) any and all claims arising under state or federal law involving any alleged failure to pay for all hours worked, including but not limited to any claim for minimum, straight time, overtime, or double time wages; (c) any and all claims arising under state or federal law involving any alleged failure to pay straight time, overtime or double time wages, including but not limited to any claim involving "off the clock" work, and any claim involving Defendant's workday or workweek, and any claim involving failure to include shift differentials, bonuses, other incentive pay, or compensation of any kind in the "regular rate" of pay; (d) any and all claims arising under state or federal law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums at the regular rate of compensation required by Labor Code § 226.7; (e) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements; (f) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Defendant violated Labor Code §§ 201 or 202, and any claim for waiting time penalties under Labor Code § 203; (g) any and all claims involving any alleged failure to reimburse for necessary business expenses under Labor Code §§2800 or 2802; (h) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (i) any and all penalties pursuant to the Private Attorneys General Act ("PAGA") of 2004. The Released Claims include all such claims

arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 511, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, 2810.5, and 2698 et seq.); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California Civil Code, to include but not be limited to claims under §§ 3336; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and federal common law. Participating Class Members who negotiate or otherwise deposit their Settlement Payment Check will be deemed to have opted into the Action for purposes of FLSA and those Class Members expressly waive and release any Fair Labor Standards Act ("FLSA") claims, whether known or unknown, arising during the Class Period and reasonably related to the claims and allegations in the Operative Complaint. This release excludes the release of claims not permitted by law. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have res judicata effect and be final and binding upon Plaintiff and all Class Members who have not expressly requested to be excluded from the Settlement.

**9. *How Will the Attorneys for the Class and Others Be Paid?***

The attorneys for the Class Representative and the Settlement Class will be paid from the Class Settlement Amount of \$800,000. The attorneys are seeking a fee of \$264,000 as well as reimbursement of their costs, up to \$15,000. Plaintiff is seeking an Incentive Award of \$5,000 from the Settlement for his services as a Class Representative. Likewise, the Parties agree that \$24,000 shall be allocated to settle the PAGA claim, with \$18,000 to be paid to the LWDA, and the remaining \$6,000 to be divided equally among the Class Members and included in their Individual Settlement Payments. The Claims Administrator estimates that the cost of administration will be approximately \$20,000. All of these amounts are to be deducted from the Class Settlement amount, with the remainder available for distributions to Class Members who do not Opt-Out.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may call Class Counsel Bruce Kokozyan (323) 857-5900 or call the Settlement Administrator at the telephone number listed below, toll free.

Please refer to the Claims Administrator.

**Plaintiff v. Defendant Settlement Administrator**  
c/o CPT Group, Inc. – XXXXXX  
[ADDRESS]  
[CITY, STATE, ZIP CODE]  
[TELEPHONE]  
[FASCIMILE]

You can find a copy of the Settlement Agreement attached as Exhibit 1 to the Declaration of Bruce Kokozyan In Support of Plaintiff's Motion for Preliminary Approval of Class Settlement filed on XXXXXX, 2020, at the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California 90012. The signed judgment will be posted on the Claims Administrator's website.

**PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.**

By Order of the Los Angeles County Superior Court, the Honorable Judge Elibu M. Berle.



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**PROOF OF SERVICE**

Ramos, et al. v. Moog, Inc.

LASC Case No. 19STCV41880

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozyan Law Firm, APC, and I made the service referred to below at their direction. My business address is 9440 South Santa Monica Boulevard, Suite 510, Beverly Hills, California 90210.

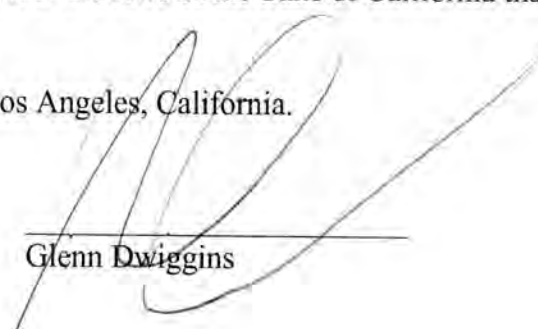
On February 1, 2021, I served true copies of **[PROPOSED] FINAL ORDER AND JUDGMENT FOLLOWING GRANTING OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

**CASE ANYWHERE:** A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

SEE ATTACHED SERVICE LIST

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

Executed on February 1, 2021, at Los Angeles, California.

  
\_\_\_\_\_  
Glenn Dwiggins



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**Sheppard, Mullin, Richter & Hampton LLP**

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04/06/2021