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

15 OZZIE PAEZ, individually, and on behalf of all  
16 others similarly situated,

17 *Plaintiff,*

18 vs.

19 ITT AEROSPACE CONTROLS LLC, a limited  
20 liability; and DOES 1 through 10, inclusive,

21 *Defendants.*

**FILED**  
Superior Court of California  
County of Los Angeles  
**01/31/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           M. Fregoso           Deputy

Case No.: 22STCV07281

[Honorable Elihu M. Berle, Department 6]

~~AMENDED [PROPOSED]~~ **ORDER  
GRANTING PLAINTIFF OZZIE PAEZ'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT AGREEMENT**

[Filed concurrently with the Supplemental  
Declaration of Kane Moon In Support of  
Plaintiff Ozzie Paez's Motion for Preliminary  
Approval]

PRELIMINARY APPROVAL HEARING

Date: January 26, 2024

Time: 9:00 a.m.

Dept: 6

Complaint Filed: February 28, 2022

Trial Date: Not Set

1 The Court has before it the unopposed Motion for Preliminary Approval of Class and PAGA  
2 Action Settlement Agreement (“Motion”) of Plaintiff Ozzie Paez (“Plaintiff”). Having reviewed the  
3 Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Plaintiff Ozzie Paez, and First  
4 Amended Joint Stipulation of Class and PAGA Action Settlement Agreement (“Settlement,”  
5 “Agreement,” or “Settlement Agreement”) between Plaintiff and Defendants ITT Aerospace Controls  
6 LLC, ITT Cannon LLC, Electrofilm Manufacturing Company LLC, and Goulds Pumps (IPG) LLC  
7 (“Defendants”), and good cause appearing, **THE COURT HEREBY ORDERS AS FOLLOWS:**

8 1. The Settlement, which is attached to the Declaration of Kane Moon in Support of  
9 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement Agreement as  
10 **Exhibit 2**, appears to meet the requirements for preliminary approval under *California Code of Civil*  
11 *Procedure* section 382 because it appears to be fair, adequate and reasonable. The Settlement appears  
12 to be fair, adequate and reasonable because it is the result of good faith, non-collusive negotiations  
13 between Plaintiff and Defendants (Plaintiff and Defendants, the “Parties”), as well as significant  
14 discovery and analysis, which enabled the Parties to intelligently evaluate, litigate and mediate the  
15 allegations. The Settlement also appears to be fair, adequate and reasonable because it obviates the  
16 need for further litigation, including litigation related to class certification, liability, and damages  
17 issues; and the substantial costs, delay, and risks associated with such litigation.

18 2. The Settlement states that Defendants promise to pay a Gross Settlement Amount of  
19 \$975,000.00 and that the Gross Settlement Amount will be used to pay the Individual Class Payments  
20 to Participating Class Members; PAGA Penalties in the amount of \$50,000.00, with 75% (\$37,500.00)  
21 allocated to the LWDA PAGA Payment, and 25% (\$12,500.00) allocated to the Individual PAGA  
22 Payments; the Class Counsel Fees Payment, which is not to exceed one third of the Gross Settlement  
23 Amount, or \$325,000.00; the Class Counsel Expenses Payment, which is not to exceed \$20,000.00; the  
24 Class Representative Service Payment, which is not to exceed \$10,000.00; and the Administration  
25 Expenses Payment, which is not to exceed \$13,000.00. These terms appear to fall within the range of  
26 reasonableness of a settlement which could ultimately be granted final approval by this Court.  
27 *Settlement*, ¶¶ 3.1.

1           3.       The Class includes all persons who worked for Defendants in California as hourly-paid  
2 or non-exempt employees at any time from May 16, 2020, through February 9, 2024. *Settlement*, ¶ 1.5.  
3 The Class is provisionally certified for settlement purposes only because it appears to meet the  
4 following requirements for certification under *California Code of Civil Procedure* section 382: (1) the  
5 Class is identifiable and so numerous that joinder is impractical; (2) there are common questions of  
6 law and fact to all Class Members, which predominate over individual issues; (3) Plaintiff’s claims are  
7 typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately  
8 protect the interests of the Class Members; and (5) a class action is superior to other available methods  
9 for the fair and efficient adjudication of the controversy. The Court notes that Class Members who do  
10 not request exclusion from the Settlement may object thereto and raise their objections at the Final  
11 Fairness Hearing on the Settlement.

12           4.       Aggrieved Employees means all persons who worked for Defendants in California as  
13 hourly-paid or non-exempt employees at any time from February 20, 2021, through February 9, 2024.  
14 *Settlement*, ¶ 1.4. The Aggrieved Employees are provisionally approved for settlement purposes only.

15           5.       Effective on the date Defendants fully fund the entire Gross Settlement Amount and  
16 fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the  
17 Plaintiff, Participating Class Members, and Aggrieved Employees, regardless of whether they are  
18 Participating Class Members, will release claims in accordance with the terms of the Settlement and as  
19 reproduced here:

- 20           a.       **Released Parties.** “Released Parties” means Defendants and all their parents,  
21 affiliates, related companies, subsidiaries, owners, shareholders, founders and  
22 members, agents (including, without limitation, any investment bankers,  
23 accountants, insurers, reinsurers, attorneys, and any past, present or future  
24 officers, directors, and employees) predecessors, successors, heirs, executors,  
25 administrators, and assigns, and all persons acting by, through, under, or in  
26 concert with any of them. *Settlement*, ¶ 1.42.

27 //

28 //

1           **Plaintiff's Release:** Plaintiff and his respective former and present spouses,  
2           representatives, agents, attorneys, heirs, administrators, successors, and assigns  
3           generally releases and discharges Released Parties from all claims, transactions,  
4           occurrences, charges, complaints, liabilities, obligations, promises, agreements,  
5           controversies, damages, actions, causes of action, suits, rights, demands, costs,  
6           losses, debts, penalties and expenses of any nature whatsoever, from the  
7           beginning of time through the end of the Class Period, known or unknown,  
8           suspected or unsuspected, whether in tort, contract, equity, or otherwise, or for  
9           violation of any federal, state, or local statute, rule, ordinance, or regulation,  
10          arising out of, relating to, or in connection with any act or omissions by or on  
11          the part of any of the Released Parties committed or omitted prior to the  
12          execution of this Agreement including, but not limited to all claims arising out  
13          of, based upon, or relating to Plaintiff's prior employment with Defendant ITT  
14          Aerospace Controls LLC. *Settlement*, ¶ 6.1.

15           i.           For purposes of Plaintiff's Release, Plaintiff expressly waives  
16           and relinquishes the provisions, rights, and benefits, if any, of  
17           Section 1542 of the California Civil Code. *Settlement*, ¶ 6.1.1.  
18           Plaintiff's Release does not extend to any claims or actions to  
19           enforce this Agreement or to any claims for alleged vested  
20           benefits, unemployment benefits, disability benefits, social  
21           security benefits, workers' compensation benefits that arose at  
22           any time. *Settlement*, ¶ 6.1.2. Plaintiff acknowledges that he may  
23           discover facts or law different from, or in addition to, the facts or  
24           law that he now knows or believes to be true but agrees,  
25           nonetheless, that Plaintiff's Release shall be and remain  
26           effective in all respects, notwithstanding such different or  
27           additional facts, or Plaintiff's discovery of them. *Settlement*, ¶  
28           6.1.3.

1 c. **Participating Class Members' Release:** All Participating Class Members, on  
2 behalf of themselves and their respective former and present representatives,  
3 agents, attorneys, heirs, administrators, successors, and assigns, full, finally, and  
4 forever release and discharge each of the Released Parties from all claims,  
5 causes of action, rights, and demands of any kind, whether known or unknown,  
6 (i) that were alleged, or reasonably could have been alleged, based on the facts  
7 stated in the Operative Complaint and ascertained in the course of the Action,  
8 including, but not limited to, any and all claims involving any alleged (a) failure  
9 to pay all wages due at the lawful rate of pay, including, but not limited to,  
10 minimum wages, straight-time wages, and overtime wages, and for any alleged  
11 off-the-clock work; (b) failure to provide meal periods, or provide premium pay  
12 for non-compliant meal periods and/or provide premium pay for non-compliant  
13 meal periods at the regular rate of pay; (c) failure to authorize and permit rest  
14 periods, or provide premium pay for non-compliant rest periods and/or provide  
15 premium pay for non-compliant rest periods at the regular rate of pay; (d)  
16 failure to issue accurate, itemized wage statements and maintain payroll  
17 records; (f) failure to pay all wages due upon separation of employment; (g)  
18 failure to reimburse necessary business expenses; (h) all claims under California  
19 Business and Professions Code sections 17200 for unfair business practices that  
20 are alleged to be, or could have been, premised on the facts, claims, causes of  
21 action or legal theories described above; (ii) for violation of or claims under the  
22 related provisions of the California Labor Code, including but not limited to:  
23 California Labor Code sections 201, 202, 203, 204, 206, 210, 218.6, 226, 226.3,  
24 226.7, 227.3, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,  
25 1198, 2802; (iii) for violation of the California Industrial Wage Orders that  
26 could have been premised on the facts, claims, causes of action or legal theories  
27 described above, and (iv) for damages, penalties, interest, costs, attorneys' fees,  
28 and other amounts recoverable under said claims or causes of action as to the

1 facts and/or legal theories alleged or which could have been pled as wage and  
2 hour violations under California law based on the factual allegations set forth in  
3 the Operative Complaint. *Settlement*, ¶ 6.2.

4 d. **Aggrieved Employees' Release:** All Aggrieved Employees, on behalf of  
5 themselves, the LWDA, and their respective former and present representatives,  
6 agents, attorneys, heirs, administrators, successors, and assigns, release the  
7 Released Parties from any and all claims for civil penalties under PAGA that  
8 arose during the PAGA Period that were alleged, or reasonably could have been  
9 alleged, based on the PAGA Period facts stated in the Operative Complaint and  
10 the PAGA Notice, or otherwise ascertained in the course of the Action,  
11 including, but not limited to, claims for civil penalties relating to allegations of:  
12 failure to pay for all hours worked, including overtime; failure to provide meal  
13 periods; failure to authorize and permit rest periods; failure to maintain accurate  
14 records of hours worked and meal periods; failure to reimburse and indemnify  
15 expenses; failure to pay all accrued vacation wages at termination; failure to  
16 timely pay all wages at termination; failure to furnish accurate itemized wage  
17 statements; and failure to pay all earned wages twice per month. *Settlement*, ¶  
18 6.3.

19 e. **Funding of Gross Settlement Amount:** Defendants shall fully fund the Gross  
20 Settlement Amount and the amounts necessary to fully pay their share of  
21 payroll taxes by transmitting the funds to the Administrator no later than  
22 fourteen (14) days after the Effective Date. *Settlement*, ¶ 5.1.

23 f. **Effective Date.** "Effective Date" means either (a) sixty (60) days after Final  
24 Approval; (b) the day after an Appeal is dismissed or withdrawn; or (c) the day  
25 an Appeal is decided and upholds the propriety of the Settlement. *Settlement*, ¶  
26 1.19.

1           6.       For settlement purposes only, the Class Representative appointed for this matter is  
2 Plaintiff Ozzie Paez. The Class Representative Service Payment, which is not to exceed \$10,000.00, is  
3 preliminarily approved. *Settlement*, ¶ 3.1.1.

4           7.       For settlement purposes only, Class Counsel appointed for this matter is Moon Law  
5 Group, P.C. The Class Counsel Fees Payment, which is not to exceed \$325,000.00, and Class Counsel  
6 Expenses Payment, which is not to exceed \$20,000.00, are preliminarily approved. *Settlement*, ¶ 3.1.2.

7           8.       For settlement purposes only, the Administrator appointed for this matter is APEX  
8 Class Action Administration. The Administration Expenses Payment, which is not to exceed  
9 \$13,000.00, is preliminarily approved. *Settlement*, ¶ 3.1.3.

10          9.       For settlement purposes only, the Notice Packet to be sent to Class Members, as to  
11 form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Notice  
12 Packet to Class Members satisfies Due Process, provides the best notice practicable under the  
13 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class  
14 Notice is attached hereto as **Exhibit A**.

15          10.      A Final Fairness Hearing on the question of whether the Settlement terms, including the  
16 Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service  
17 Payment, should be finally approved as fair, adequate, and reasonable as to the Participating Class  
18 Members, is hereby set in accordance with the following Implementation Schedule:

19           Defendant to provide Class Data to the Administrator	February 23, 2024
20           Administrator to mail the Notice Packets by First Class Mail	March 8, 2024
21           Deadline to file Motion for Final Approval	April 8, 2024
22           Response Deadline	May 8, 2024
23           Deadline to Respond to Objections and of Declaration of the 24           Settlement Administrator	May 24, 2024
25           Final Fairness Hearing	June 7, 2024, at 9:00 a.m., in 26           Department 6 of the Los 27           Angeles County Superior 28           Court

1           11.     If any of the dates in the above schedule fall on a weekend, or bank or court holiday,  
2 the time to act shall be extended to the next business day.

3           12.     Pending further order of this Court, all proceedings in this lawsuit, except those  
4 contemplated herein and in the Settlement, are stayed.

5           13.     To facilitate the administration of the Settlement pending Final Approval, the Court  
6 hereby enjoins Plaintiff and all Participating Class Members from filing or prosecuting any claims,  
7 suits or administrative proceedings, including filing claims with the Division of Labor Standards  
8 Enforcement of the California Department of Industrial Relations, regarding claims released by the  
9 Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the  
10 Administrator and the time for filing claims with the Administrator has lapsed.

11           14.     The Settlement is preliminarily approved but is not an admission by the Defendants of  
12 the validity of any claims in the instant Class and PAGA action, or of any wrongdoing or violation of  
13 law by Defendants.

14           15.     Neither the Settlement nor any related document shall be offered or received in  
15 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as  
16 may be necessary to consummate or enforce the Settlement.

17           16.     The obligations set forth in the Settlement are deemed part of this Order. The Parties  
18 are to carry out the Settlement in accordance with its terms.

19           **IT IS SO ORDERED.**



**Elihu M. Berle**

20  
21           DATE: 01/31/2024

Elihu M. Berle / Judge

Honorable Elihu M. Berle  
Judge of the Los Angeles County Superior Court



# EXHIBIT A

# NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

*Ozzie Paez v. ITT Aerospace Controls LLC, et al.*  
Superior Court of the State of California, County of Los Angeles  
Case Number 22STCV07281

## PLEASE READ THIS NOTICE

The above class and representative action (“Action”) was filed by Plaintiff Ozzie Paez (“Plaintiff”) against Defendants ITT Aerospace Controls, LLC, Electrofilm Manufacturing Company LLC, ITT Cannon LLC, and Goulds Pumps (IPG) LLC (“Defendants”). In the Action, Plaintiff alleges Defendants failed to properly compensate Class Members for all regular and overtime hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to reimburse Class Members for necessary business expenses, failed to provide Class Members with accurate itemized wage statements, failed to timely pay Class Members all wages owed during employment and/or upon termination, violated California Business and Professions Code sections 17200, *et. seq.*, and/or owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees under the Private Attorneys General Act, California Labor Code sections 2698, *et. seq.* (“PAGA”). Defendants deny these allegations and contend they complied with all applicable laws.

A First Amended Joint Stipulation of Class and PAGA Action Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) has been reached in the Action and preliminarily approved by the Court. You have been identified by Defendants’ records as a Class Member. Therefore, you are subject to the terms of the Settlement. Please read this notice carefully, as it may affect your legal rights.

“Class” or “Class Member(s)” means all persons who worked for Defendants in California as hourly-paid or non-exempt employees at any time from May 16, 2020, through February 9, 2024 (“Class Period”). “Aggrieved Employee(s)” means all persons who worked for Defendants in California as hourly-paid or non-exempt employees at any time from February 20, 2021, through February 9, 2024 (“PAGA Period”).

<b>YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT</b>	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and, <i>if eligible</i> , Individual PAGA Payment, <b><u>then you do not need to do anything.</u></b>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <b><u>then you should follow the instructions in Section 6.</u></b> If you exclude yourself from the Settlement, you <i>will not</i> receive your Individual Class Payment and you will not release the Released Claims against the Released Parties (defined in Section 4 below). However, if you exclude yourself from the Settlement and you are an Aggrieved Employee, you <i>will</i> receive your Individual PAGA Payment and release the Released PAGA Claims against the Released Parties.
Object to the Settlement	If you want to object to the Settlement but remain in the Class, <b><u>then you should follow the instructions in Section 7.</u></b> If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

## **1. WHY DID I GET THIS NOTICE?**

You have received this Notice because Defendants' records reflect that you are a Class Member or Aggrieved Employee, as defined above. This Notice provides you with information about (1) the monetary terms of the Settlement, (2) your estimated Individual Class Payment, provided you are a "Participating Class Member" (*i.e.*, a Class Member who does not request to be excluded from the Settlement), (3) your estimated Individual PAGA Payment, provided you are an "Aggrieved Employee," (4) the terms of the Settlement, including the claims that are being released, (5) how to participate in, exclude yourself from, or object to the Settlement, and (6) where to find additional information regarding the Action and Settlement.

## **2. WHAT IS THIS CASE ABOUT?**

Plaintiff Ozzie Paez filed a Class Action Complaint against Defendant ITT Aerospace Controls LLC on February 22, 2022, which commenced the lawsuit entitled *Ozzie Paez v. ITT Aerospace Controls LLC, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281*. Plaintiff then filed a First Amended Class and Representative Action Complaint on May 11, 2022. As part of the Settlement, Plaintiff filed a Second Amended Class and Representative Action Complaint adding Electrofilm Manufacturing Company LLC, ITT Cannon LLC, and Goulds Pumps (IPG) LLC as named defendants in this Action ("Operative Complaint").

The Operative Complaint alleges that Defendants: (1) failed to pay minimum wages for all hours worked; (2) failed to pay overtime compensation for all overtime hours worked and/or at the correct rate of pay; (3) failed to provide compliant meal periods or compensation in lieu thereof; (4) failed to provide compliant rest breaks or compensation in lieu thereof; (5) failed to indemnify necessary business expenses; (6) failed to timely pay all compensation due upon termination or resignation; (7) failed to provide accurate itemized wage statements; (8) engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendants deny any liability or wrongdoing of any kind. Defendants contend, among other things, that (i) they complied at all times with the California Labor Code, all Industrial Welfare Commission Wage Orders, and the Business and Professions Code; (ii) employees were correctly and timely paid all wages due and owing; (iii) meal periods and rest breaks were provided as required by applicable law; and (iv) employees were reimbursed for all necessary business expenses incurred.

The Court has not ruled on the merits of the claims alleged in the Operative Complaint. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

## **3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT**

Without admitting any liability or wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of \$975,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$13,000.00, for reimbursement of the Administrator's reasonable fees and expenses;

- A Class Representative Service Payment not to exceed \$10,000.00, for the Plaintiff’s services as Class Representative and General Release under the Settlement;
- PAGA Penalties in the amount of \$50,000.00 to the LWDA (75%) and Aggrieved Employees (25%), for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$20,000.00 to Class Counsel, for reimbursement of the reasonable attorneys’ expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed \$325,000.00 to Class Counsel, for reimbursement of the reasonable attorneys’ fees incurred to prosecute the Action.

The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members on a *pro rata* basis, based on their number of Workweeks. Each such payment is an “Individual Class Payment” and will be calculated as follows:

1. The Administrator will determine the number of Workweeks worked by each Participating Class Member during the Class Period (“Workweeks”) based on Defendants’ business records;
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

**You have been credited with [REDACTED] Workweeks based on Defendants’ business records of your employment. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED].**

**Individual PAGA Payment:** A total of \$50,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 75% (i.e., \$37,500.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 25% (i.e., \$12,500.00) (“Individual PAGA Payment”) will be paid on a *pro rata* basis to Aggrieved Employees. Each such payment is an “Individual PAGA Payment” and will be calculated as follows:

1. The Administrator will determine the number of pay periods worked by each Aggrieved Employee during the PAGA Period (“PAGA Pay Periods”) based on Defendants’ business records;
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

**You have been credited with [REDACTED] PAGA Pay Periods based on Defendants’ business records of your employment. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED].**

If you dispute the above information, you may submit a written dispute to the number of Workweeks and/or PAGA Pay Periods allocated to you (“Dispute”) to the Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the action (i.e., *Ozzie Paez v. ITT Aerospace Controls LLC, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281*); (2) be signed by you; (3) be postmarked or fax stamped on or before May 8, 2024 and returned to the Administrator at the address or fax number listed below; (4) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (5) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods.

[Administrator]  
[contact info including e-mail address]

Twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest and any other non-wage related payments. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendants will pay all employer payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice and you should consult your tax advisor if you have any questions. Checks will be valid and negotiable for one hundred and eighty (180) days. After that, checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

#### **4. WHAT CLAIMS AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?**

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members) do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims against any and all Released Parties.

“Released Parties” means Defendants and all their parents, affiliates, related companies, subsidiaries, owners, shareholders, founders and members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors, and employees) predecessors, successors, heirs, executors, administrators, and assigns, and all persons acting by, through, under, or in concert with any of them.

“Released Class Claims” means all claims, causes of action, rights, and demands of any kind, whether known or unknown, (i) that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any and all claims involving any alleged (a) failure to pay all wages due at the lawful rate of pay, including, but not limited to, minimum wages, straight-time wages, and overtime wages, and for any alleged off-the-clock work; (b) failure to provide meal periods, or provide premium pay for non-compliant meal periods and/or provide premium pay for non-compliant meal periods at the regular rate of pay; (c) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods and/or provide premium pay for non-compliant rest periods at the regular rate of pay; (d) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse necessary business expenses; (h) all claims under California Business and Professions Code sections 17200 for unfair business practices that are alleged to be, or could have been, premised on the facts, claims, causes of action or legal theories described above; (ii) for violation of or claims under the related provisions of the California Labor Code, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 210, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; (iii) for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, and (iv) for damages, penalties, interest, costs, attorneys’ fees, and other amounts recoverable under said claims or

causes of action as to the facts and/or legal theories alleged or which could have been pled as wage and hour violations under California law based on the factual allegations set forth in the Operative Complaint.

**5. WHAT CLAIMS AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?**

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), and after payment of all funds due under the terms of the Settlement, all Aggrieved Employees do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released PAGA Claims. Released Parties is defined in Section 4 of this Notice, above.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA that arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, or otherwise ascertained in the course of the Action, including, but not limited to, claims for civil penalties relating to allegations of: failure to pay for all hours worked, including overtime; failure to provide meal periods; failure to authorize and permit rest periods; failure to maintain accurate records of hours worked and meal periods; failure to reimburse and indemnify expenses; failure to pay all accrued vacation wages at termination; failure to timely pay all wages at termination; failure to furnish accurate itemized wage statements; and failure to pay all earned wages twice per month.

**AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.**

**6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?**

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee or with regards to the Released PAGA Claims. To exclude yourself from the release of Released Class Claims, you should submit a written request for exclusion to the Settlement Administrator (“Opt Out Request”) at the address or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the Action (i.e., *Ozzie Paez v. ITT Aerospace Controls LLC, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281*); (2) be signed by the Class Member; (3) be postmarked, e-mailed, or fax stamped on or before May 8, 2024 and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) contain a statement substantially similar to:

**“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN *OZZIE PAEZ V. ITT AEROSPACE CONTROLS LLC*. I UNDERSTAND THAT THE PAGA CLAIMS WILL STILL BE RELEASED AND SETTLED.”**

It is your responsibility to ensure that the Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval. Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims regardless of whether they submit an request to be excluded from the Settlement.

**7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

Any Participating Class Member may object to the Settlement or to any settlement term. If you wish to object, you may submit your objection in writing to the Administrator (“Objection”) at the specified address, e-mail address, or fax number listed in Section 3 of this Notice, above. A valid and timely Objection should (1) contain the name, address, and telephone number of the Participating Class Member objecting and the case name and number of the Action (i.e., *Ozzie Paez v. ITT Aerospace Controls LLC, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281*); (2) be signed by the Participating Class Member; (3) be postmarked or fax stamped on or before May 8, 2024 and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for their objection.

Filing an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Class Payment and you will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Opt Out Request. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

**8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Final Approval Hearing is scheduled to take place on June 7, 2024, at 9:00 a.m., in the Superior Court of the State of California, County of Los Angeles, Department 6, located at 312 North Spring Street, Los Angeles, California 90012.

**9. WHO ARE THE ATTORNEYS?**

Attorneys for Plaintiff and the Class are:

Kane Moon  
Allen Feghali  
Jacquelyne VanEmmerik  
MOON LAW GROUP, P.C.  
1055 West Seventh Street, Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128

Attorneys for Defendants are:

Tamara I. Devitt  
Matthew E. Costello  
Bianca A. Valencia  
HAYNES AND BOONE, LLP  
600 Anton Boulevard, Suite 700  
Costa Mesa, CA 92626  
Telephone: (949) 202-3000

The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court, to be paid out of the Gross Settlement Amount, you will not be charged for their services.

**10. SHOULD I GET MY OWN LAWYER?**

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

**11. FURTHER INFORMATION**

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the settlement agreement available at [www. ....com](http://www. ....com), by contacting Class Counsel at the address or telephone number provided in Section 9, above, or by visiting the

office of the Clerk of the Superior Court of the State of California, County of Los Angeles, Department 6, located at 312 North Spring Street, Los Angeles, California 90012, or the Court's website: <https://www.lacourt.org/>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**



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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On January 29, 2024, I served the foregoing document described as:

**AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF OZZIE PAEZ’S  
MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT AGREEMENT**

X by E-mailing \_\_\_ the original X a true copy to the following:

**Haynes and Boone, LLP**  
Matthew Costello, Esq. (matthew.costello@haynesboone.com)  
Tamara Devitt, Esq. (tamara.devitt@haynesboone.com)  
Bianca Valencia, Esq. (bianca.valencia@haynesboone.com)  
600 Anton Boulevard, Suite 700  
Costa Mesa, CA 92626  
Phone: (949) 202-3000  
Fax: (949) 202-3001

*Attorney for Defendant ITT Aerospace Controls LLC*

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed on January 29, 2024, at Los Angeles, California.

Noelia Alonso Esteban  
\_\_\_\_\_  
Name

/S/ Noelia Alonso Esteban  
\_\_\_\_\_  
Signature